



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR QUOTE NUMBER:

12CT82966YA

DUE DATE: Monday, May 07, 2012

WILL BE RECEIVED UNTIL: 2:00 P.M. local prevailing time

*****LAST DAY FOR QUESTION IS MAY 02, 2012 AT 5:00PM EST.*****

DESCRIPTION: First Aid Kits & Supplies, Fulton County Public Works Department

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorelfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-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:

Carolyn Towns

E-Mail Address :

carolyn.towns@fultoncountyga.gov

Telephone Number:

(404) 612 4208

Fax Number:

(404) 893 1727

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.

*The individual submitting this E-QUOTE must have binding authority to submit contracts on behalf of the responding company. By submitting a response, vendor agrees that their quote is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws— including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

**REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS**

The following provisions are hereby made a part of this Request for Quote. Any contract or purchase order awarded as the result of this request shall be governed by these General Terms and Conditions. By submission of your responses to this quote, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions.

1. **GENERAL.** These provisions are standard for all County contracts. The County may delete or modify any of these standard provisions for a particular contract or purchase order by indicating a change in the special instructions or provisions. **Any vendor accepting a purchase order award as the result of this request agrees that the provisions included within this Request for Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for quotes on-line via the Vendor Self Service system at <https://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 its acceptance, of the performance, or nonperformance, of its 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

Quote Number: 12CT82966YA

Opening Date: 05/07/2012 @ 2:00pm EST.

First Aid Supplies and Kits Public Works Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide First Aid Supplies and Kits for the Department of Public, on an as needed, when needed basis, from date of award continuing for twelve consecutive months.

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 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.fultonvendorelfservice.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:

The successful vendor will provide first aid supplies and kits as listed under. No. 4 Pricing sheets on an as needed basis.

The successful vendor shall maintain a store and/or service branch staffed with qualified workers and provisions for storing a representative supply of requested provisions.

Fulton County reserves the right to visit the vendor's location without notice for evaluation of stock maintenance.

Submittals: Vendor shall submit the information requested below by uploading them as an attachment under the Commodity Response Screen while entering the bid pricing.

In the event your quote is successful, you will operate and maintain storage of supplies at _____ (indicate location), and will provide and deliver materials within:

Indicate normal delivery processing time

Maximum ____/____ hrs/days

Minimum ____/____hrs/days

4. PRICING SHEETS

1. Cold compresses, 5-1/2" x 10", becomes 34 degrees f. in three (3) seconds.
Brand: Johnson & Johnson or equal
Unit Price each \$__
10-25 per box
Estimated Quantity: 5 boxes
2. Bee sting medicated pads, 10 per box.
Brand: Swift or equal
Unit Price each \$__
Estimated Quantity: 30 boxes
3. King gauze-flexicon clean wrap, 2" x 5 yds.
Brand: Soft form or equal
Unit Price each \$__
10 per box
Estimated Quantity: 25 boxes
4. Flexible fabric bandaid, 1" x 3", 40 per box.
Brand: Medi First or equal
Unit Price each \$__
Estimated Quantity: 15 boxes
5. Antibacterial cleansing wipes 40 pads per box, 70% isopropyl Alcohol in non-woven pad, individually foil packed.
Brand: Safetec or equal
Unit Price each \$__
Estimated Quantity: 25 boxes
6. First aid cream in individual packets, each packet weighs 1/32 oz., 25 packets per box.
Brand: Johnson & Johnson or equal
Unit Price each \$__
Estimated Quantity: 10 boxes
7. Latex powdered rubber gloves, 2 pairs per box
Brand: Swift or equal
Unit Price each \$__
Quantity per box: 2

Estimated Quantity: 50 boxes

8. First Aid Cabinet; Medium Size
Brand: Johnson & Johnson or equal
Unit Price each \$___
Quantity per box: Treats up to 25 people
Estimated Quantity: 30 boxes
9. Alcohol prep wipes, individually wrapped, 50 per box
Brand Name: Triad or equal
Unit Price each \$___
Quantity per box: 25 per box
Estimated Quantity: 15 boxes
10. Antacid – Calcium Carbonate, Chewable tablets
Brand Name: Medi First or equal
Unit Price each \$___
Quantity per box: 125
Estimated Quantity: 10 boxes
11. Ibuprofen, 200 mg UPS pain reliever, film coated easy swallow tablets
Brand Name/: Medi First or equal
Unit Price box \$___
Quantity per box: 125
Estimated Quantity: 20 boxes
12. Extra Strength Non-Aspirin- Acetaminophen 500mg
Brand Name: Medi First or equal
Unit Price box \$___
Quantity per box: 125
Estimated Quantity: 20 boxes
13. Pain Zapper, extra strength pain reliever
Brand Name: Medi First or equal
Unit Price box \$___
Quantity per box: 125
Estimated Quantity: 20 boxes
14. Sinus Decongestant, Pseudoephedrine HC1 30mg
Brand Name: Medi First or equal
Unit Price box \$___
Quantity per box: 125
Estimated Quantity: 15 boxes
15. Cough Drops, individually wrapped
Brand Name: Medi First or equal
Unit Price box \$___
Quantity per box: 125
Estimated Quantity: 15 boxes
16. Medicidin-D, cold, flu and allergy relief
Brand Name: Medique or equal
Unit Price box \$___
Quantity per box: 200

Estimated Quantity: 15 boxes

17. Trocaine throat Lozenges

Brand Name: Medique or equal

Unit Price each \$____

Quantity per box: 50

Estimated Quantity: 15 boxes

5. SPECIAL CONDITIONS/INSTRUCTIONS

a. Vendor must bid on "ALL or NONE".

**b. Vendor cannot come to site to see what's needed and return to their office to order.
Must be able to restock at the time inventory is taken. No exceptions**

c. In the event of a price change affecting services on the attached, such an increase must be properly documented by the vendor, and a thirty (30) day written notice must be given before new prices become effective. Fulton County reserves the right to accept the price increase as submitted or cancel the purchase order in whole or in part prior to the effective date of the price increase

Vendor must have a stocked aid/medical mobile unit for onsite immediate restocking. Any vendor that cannot show a stocked mobile unit will be deemed non-responsive.

The location of vendor shall be taken into consideration in determining the successful vendor.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not applicable no insurance required.