Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 12GS84910C

PROJECT TITLE: PAINT AND PAINT SUPPLIES

DUE DATE: AUGUST 20, 2012

WILL BE RECEIVED UNTIL 2:00 P.M. EST

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *AUGUST 17, 2012* AT 2:00 P.M., EST.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorselfservice.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 VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. 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:	FAX NUMBER:
Gertis Strozier	gertis.strozier@fultoncountyga.gov	404-893-1726

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.

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote ("E-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 e-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 E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**

2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.

3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.

5. **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.

6. **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.

7. **BASIS OF AWARD.** The County shall award to the overall lowest responsible and responsive vendor complying with the provisions of the Request for E-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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.

21. **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.

22. **BINDING AUTHORITY.** 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 E-QUOTE SPECIFICATIONS

Paint and Paint Supplies
Facilities & Transportation Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Paint and Paint Supplies on an "as needed, when needed, and if needed," basis for twelve (12) consecutive months from date of award.

2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer by e-mail gertis.strozier@fultoncountyga.gov or (404) 893-1726 (fax), with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This quote is for twelve (12) consecutive months from date of award**.**

4. PRODUCT/SERVICE SPECIFICATIONS

The attached pricing sheets indicate only probable items intended for procurement. Fulton County reserves the right to limit the procurement only to the items actually required during the twelve (12) month award period.

All materials/supplies requested by the Department of Facilities & Transportation Services must be of first-grade quality, shall have a shelf life not less than 12 months at time of delivery and must conform to County Standards. Shipping charges must be included in prices quoted.

5. PRICING SHEETS

LINE	MANUFACTURER /NUMBER	DESCRIPTION	UNIT	UNIT PRICE
1	Pro Mar — 400 or equal	Paint- Semi-gloss house paint, latex, Exterior	1 gal	
2	Pro Mar — 200 or equal	Paint-Latex Interior semi-gloss Bone White	5 gal BU	
3	Pro Mar—200 or equal	Paint-Latex Interior semi-gloss color matches	1 gal BU	
4	Pro Mar — 200 or equal	Paint-Interior semi-gloss color matches	5 gal BU	

5	Pro Mar — 200 or equal	Paint-Interior semi-gloss White	5 gal BU	
6	Pro Mar — 200 or equal	Paint- Latex interior / exterior med. semi-gloss Gray intermediate tint base.	1 gal	
7	Sherwin Williams B54 W101 or equal	Paint- Alkyd Interior/Exterior Color Matches.	1 gal	
8	MAB Pro 30 or equal	Paint- Latex flat ceiling and wall paint pure white.	5 gal BU	
9	B55T104 or equal	Paint- DTM Alkyd White or Black	1 gal	
10	VERA-FLEC 1000 or equal	Paint-Interior latex multicolor finish waterborne, tintable base, with white flecks to create a textured appearance. DURON.	5 gals	
11	DURON VERA-FLEC 2000 or equal.	Paint-Interior latex multicolor finish waterborne, tintable base, with gray and white flecks to create a textured appearance.	5 gals	
12	DURON VERA-FLEC 3000 or equal.	Paint-Interior latex multicolor finish waterborne, tintable base, with black, gray and white flecks to create a textured appearance.	5 gal	
13	Pro Block B51 W 20 or equal	Primer/Sealer Water borne.	1 gal	
14	Pro Block or equal	Primer, Latex drywall.	5 gals	
15	Minwax or equal	Waterborne varnish, clear gloss/satin.	1 gal	
16	Minwax or equal	Alkyd varnish, clear gloss/satin.	1 gal	
17	Minwax or equal	Minwax Stain - Various Colors	1 gal	
18	Goof Off or equal	Spray paint Remover	Can	
19	Rust-Oleum or equal	Spray paint, basic colors	Can	
20	Rust-Oleum or equal	Spray paint, red oxide primer	Can	
21	KILZ or equal	Spray Primer,	Can	
22	KILZ or equal	Primer/Stain Killer	Can	
23	KILZ or equal	Primer/Stain Killer Upshot	Can	
24	Crown Co. or equal	Paint Thinner, 1 Gal. Container	1 gal	
25	Crown Co. or equal	Lacquer Thinner	1 gal	
26	Crown Co. or equal	Alcohol Denatured - SLX	1 gal	
27	Clorox or equal	Bleach	1 gal	
28	Purdy or equal	3” Paint Brushes (latex) Moose	Ea	
29	Purdy or equal	4” Paint Brushes (latex) Swan	Ea	
30	Purdy or equal	3” Paint Brushes China bristle	Ea	

31	Purdy or equal	Roller covers 3/4”x 4” in Cases	Ea	
32	Elite or equal	Roller covers 1/2”x 6” in Cases Mini Knit	Ea	
33	Purdy 240 or equal	Roller covers 9”x 1/2” in Cases	Ea	
34	Purdy 241 or equal	Roller covers 9”x 3/4” in Cases	Ea	
35	Wooster RO17 Or equal	Wooster 9” Roller frames	Ea	
36	Sherwin Williams 4652 or equal	Roller frames 4”	Ea	
37	3M or equal	Masking Tapes 2”	Roll	
38	Pro wb 60 or equal	Drop Cloth 4’X15’ Butyl back	Ea	
39	Eliminator 8201 Or equal	Drop Cloth 12’X15’ Butyl back	Ea	
40	3M or equal	Sanding Sponge med/ fine	Ea	

Note: Any quantities shown are estimates. By giving these quantities as estimates, Fulton County does not obligate itself to purchase any quantity whatsoever. Vendor agrees to sell to the County at the unit price quoted regardless of actual quantity (ies) ordered.

6. SPECIAL CONDITIONS/INSTRUCTIONS

The quoter understands that it shall be necessary for the successful quoter to have the supplies/materials named above in stock for prompt delivery on an “If needed, as needed, when needed” basis.

Delivery shall be made to the following address:

Facilities & Transportation Services Department
Material Management
3929 Aviation Circle, Building C
Atlanta, Georgia 30336

Invoicing

Invoices shall be supported by proof of delivery and acceptance. Invoices shall be forwarded to the following address only:

Facilities and Transportation Department
Building Construction Division
3977 Aviation Circle
Atlanta, GA 30336

Invoices sent to any other address are likely to result in a delay of payment.

Invoices submitted against the contract must include the purchase order number, building number, failure to submit this information will result in the invoice being rejected for payment.

- Invoices shall reflect service carried out on not more than one building. If service is carried out on two buildings, two separate invoices will be required

- Invoices will be returned unpaid to the contractor when one of the following condition(s) exists:

A. Invoices do not contain all the required information.
B. Price on the invoice does not correspond to the price quoted.
C. Invoices contain charges for items not referenced in the original quote

- The quoter agrees to observe Fulton County's goal of paying all valid invoices within thirty (30) days of receipt by the General Services Department.

7. INSURANCE & RISK MANAGEMENT PROVISIONS

Not Applicable for this Request for Quote