



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 13DW86803C

PROJECT TITLE: Hardware & Related Supplies 2013

DEPARTMENT: Facilities & Transportation Services Department

DUE DATE: February 8, 2013

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

LAST DAY FOR QUESTIONS: February 4, 2013

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

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER (February 8, 2013) AT 2:00 P.M.

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 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:
DIANN WASHINGTON

E-MAIL ADDRESS:
diann.washington@fultoncountyga.gov

FAX NUMBER:
404-893-1747

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://fultonvendorelfservice.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 it's acceptance, of the performance, or nonperformance, of it's 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

Quote #13DW86803C
 Closing Date: February 8, 2013
HARDWARE & RELATED SUPPLIES
Facilities & Transportation Services Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Hardware and Related Supplies on an “as needed, if needed, when needed” basis for the Facilities and Transportation Services Department.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer, diann.wathington@fultoncountyga.gov; Fax (404) 893-1747 only, 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 a twelve (12) month contract, commencing from date of award.

4. PRODUCT/SERVICE SPECIFICATIONS

- The items listed in the Pricing Sheets are only a representative sample of the products that the department may purchase from the vendor and will be used for procurement and for price comparisons between vendors.
- Orders will be made from this quote and the manufacturer’s printed product price list(s) with the applicable discount.

5. PRICING SHEETS

- Vendor(s) must consider all items. Do not leave blanks. State “no quote” where applicable. Fulton County reserves the right to delete any item(s) from the award.

Line #	Description	Mfg. Part #	Estimated Qty.	Unit	Unit Price (\$)
1	Sheetrock Screws, Size 1"		10 boxes	Boxes	\$ _____
2	Sheetrock Screws, Size 1 ½"		10 boxes	Boxes	\$ _____
3	Sheetrock Screws, Size 2"		10 boxes	Boxes	\$ _____

Line #	Description	Mfg. Part #	Estimated Qty.	Unit	Unit Price (\$)
4	Sheetrock Screws, Size 3"		10	Boxes	\$_____
5	Torch Head Self Light Propane / Mapp gas		12	Each	\$_____
6	Caulk Gun 10.5 oz.		12	Each	\$_____
7	Litter Pick Up Sticks		36	Each	\$_____
8	Knee Pads non Skid Foam Core		12	Each	\$_____
9	Soap, Hand, Pumice Hand Soap, Container Size 22 fl Ounces, Lemon Hand Cleaner		36	Each	\$_____
10	Construction Adhesive Liquid Nails 10oz		60	Each	\$_____
11	Adhesive General Purpose Adhesive, Size 3 Grams Tube, Bonds Rubber, Metal, Ceramics and Plastics		36	Each	\$_____
12	Sand paper with Paperback, 80 GRIT		6	Pack	\$_____
13	Sand paper with Paperback, 100 GRIT		6	Pack	\$_____
14	Sand paper with Paperback, 120 GRIT		6	Pack	\$_____
15	Door stop, Dome type, 1" height, x 2 x 1 5/8"		24	Each	\$_____
16	Self-drilling screws, Hex. Washer head, Size #10 x 1"		2,000	Each	\$_____
17	Self-drilling screws, Hex. Washer head, Size #12 x 1"		2,000	Each	\$_____
18	Self-drilling screws, hex. Washer head, Size 1/4" x 1"		2,000	Each	\$_____
19	Self-drilling screws, Hex. Washer head, Size 1/4" x 1 1/2"		2,000	Each	\$_____
20	TAPCON Masonry Anchors, Size 3/16" x 1 1/4"		250	Each	\$_____
21	TAPCON Masonry Anchors, Size 1/4" x 1 1/4"		250	Each	\$_____

Line #	Description	Mfg. Part #	Estimated Qty.	Unit	Unit Price (\$)
22	Wedge Anchor,Stl,1/2x5 1/2 L. Fully Threaded, Carbon Steel , Thread Size 1/2-13, Overall Length 5 1/2 In, Thread Length 3 In, Min Embedment 2 1/4 In		10ea	Packed 25	\$ _____
23	Wedge Anchor,Stl,1/2x3 3/4 L. Fully Threaded, Carbon Steel Thread Size 1/2-13, Overall Length 3 3/4 In, Thread Length, 2 1/4 In, Min Embedment 2 1/4 In		10	Packed 25	\$ _____
24	Plastic Anchor Kit, #10 x 1 1/4"		24	Each	\$ _____
25	Plastic Anchor Kit, #12 x 1 1/4"		24	Each	\$ _____
26	Caulk Silicone 100% Clear		160	Tubes	\$ _____
27	Duct Tape 2'' Gray		24	Each	\$ _____
28	Tube Grease General Purpose		24	Tubes	\$ _____
29	Pad lock set of 4 1-1/2'' shank keyed alike	Master Lock 140QLH	20	Sets	\$ _____
30	Pad lock 1-1/2'' shank	Master Lock 3KADLF	25	Each	\$ _____
31	Pad lock 1 in shank	Magnum 803 D	25	Each	\$ _____
32	Pad lock 2-1/2 in shank	Master Lock KADLJ	30	Each	\$ _____
33	Thread Sealer (Loctite)		36	Each	\$ _____
34	Duct Tape 2'' Black		24	Each	\$ _____
35	Foam Sealant Spray Type		50	Each	\$ _____
36	Gloves Plumber Gloden Grab	Ansell 16- 347	30	Pair	\$ _____
37	Gloves Work Type Leather Palm		100	Pair	\$ _____
38	Gloves disposable large latex		24	Pair	\$ _____
39	Gloves brown jersey		350	Pair	\$ _____
40	Glazing Compound Window White		48	Each	\$ _____
41	Hasp 4-1/2''		48	Each	\$ _____
42	Snap Hook		20	Each	\$ _____
43	Oil 2 Cycle		96	Bottles	\$ _____
44	Oil 30 wt. Non Detergent		24	Qt.	\$ _____
45	Oil 10w40 sae		24	Each	\$ _____
46	Shovel round point 48'' handle blade 8-3/4x11-3/4		16	Each	\$ _____
47	Shovel square point 48'' handle blade 9-3/4x13-1/2		8	Each	\$ _____
48	Push broom 24'' with handle		12	Each	\$ _____
49	Warehouse broom		12	Each	\$ _____

Line #	Description	Mfg. Part #	Estimated Qty.	Unit	Unit Price (\$)
50	Penetrating oil WD 40		24	Each	\$ _____
51	Nozzle water hose grip type		30	Each	\$ _____
52	Water hose 100ft heavy duty		12	Each	\$ _____
53	Water hose 50ft heavy duty		14	Each	\$ _____
54	Trash Bags heavy duty contractor type	3 Mil Plastic	46	boxes	\$ _____
55	Door stop kick down type brass		50	Each	\$ _____
56	Door stop kick down type chrome		50	Each	\$ _____
57	Garden sprayer 2 gal		16	Each	\$ _____
58	Rope TW poly type 1/4 in		1,000	Ft	\$ _____
59	Rope TW poly type 3/8 in		1,000	Ft	\$ _____
60	Chain zinc plated 1/4 in		200	Each	\$ _____
61	All-purpose cleaner (Simple Green)		60	Each	\$ _____

6. SPECIAL CONDITIONS/INSTRUCTIONS

INVENTORY

- Is full inventory of hardware & supplies available within a fifty (50) mile radius of the Fulton County Government Center, 141 Pryor Street, Atlanta, Georgia 30303?

Yes _____ No _____

Location of Warehouse

- Fulton County reserves the right to reject any vendor who does not maintain an inventory within a fifty (50) mile radius of the Fulton County Government Center at 141 Pryor Street, Atlanta, Georgia, 30303. The vendor understands that having the materials/supplies named above in stock for prompt delivery will be used in selecting the successful bidder.

Understand and comply? Yes_____ No_____.

PRICE LISTS

- The awarded vendor agrees to supply three (3) complete sets of manufacturer's product catalogs and price lists, including complete discount schedules applicable to Fulton County, before the start of this contract. Failure to supply such price lists within ten (10) days after a quote award may be cause for an immediate end of the award and appointment of the next lowest responsible quoter.

- The price and product description column used must be designated by the quoter.
- Photocopies of manufacturer's price lists and/or computer printouts must be clear and legible.
- Blurred copies and distributor inventory price lists are not acceptable.
- Pencil, typewritten, or pen and ink changes in price lists will not be acceptable.
- The awarded vendor must furnish additional copies of above price lists and supplements of all superseding manufacturer's published price lists during the contract to Fulton County Facilities and Transportation Services Department and any other department, upon request at no charge to the 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.
- Such changes must be requested and must be proved by manufacturer's printed price list received by Fulton County Facilities and Transportation Services Department ten (10) business days prior to the effective date shown on the price list.
- Such changes will be effective as of the date shown on the price list. If the vendor fails to submit the revised price list in accordance with the paragraph above, prices will become effective on the date of approval by Fulton County.

SUBMITTALS

- The vendor must list manufacturer's model designations, unit prices, and applicable discounts. Failure to do so may result in the disqualification of the quote.
- Vendor agrees to submit, upon request, additional relevant product data sheets to prove compliance with the specified product standards. The product literature must highlight the specifications to include key performance, material, engineering and safety features.
- Failure to submit the required product literature and information with quote may cause rejection of the quote.
- Vendor(s) offering other than the specified item must submit, when requested, and at no cost to Fulton County, one sample of the item(s) quoted. Failure to submit samples may be grounds for rejection. Samples will not be returned to quoters.

DELIVERY

- Delivery requirements will be determined by the material manager. The quoter is required to respond to requests in accordance with the following criteria:
 - Emergency Requests: within 8 hours from the time of order
 - High Priority Requests: within 72 hours from the time of order
 - Routine Requests: within 5 days from the time of order
- Prices quoted will include all transportation charges fully prepaid to the Fulton County Facilities and Transportation Services Department, Material Management, 3929 Aviation Circle, Building C, Atlanta, Georgia; 30336.

AWARD

- Award(s) will be made to the lowest, most responsive and responsible quoter(s).
- Fulton County reserves the right to award the contract to more than one lowest bidder(s).

To determine the lowest, most responsive quoter(s), Fulton County will consider the following information in the quote:

1. Quoter's pricing for items in the quote schedule. All items in the quote will be considered as belonging to one group and the total value of unit price quoted will be compared to find the lowest quote.

Note: Quoting lowest price in one or more items may not be a sufficient condition for awarding a contract for that item.

Discount quoted against Item 77 in the quote schedule.

Number of items quoted by the vendor

To determine the most responsible quoter(s), Fulton County will consider the following information which the quoter must include in their bid:

Location of quoter's facility

Sufficient information about Brand Names and Manufacturer's name given by the bidder.

Vendor's ability to meet all terms listed in this specification with no exception, as required.

Fulton County will have a minimum of ninety (90) days to process an award at the quoted prices. Issuance of a contract will bind the quote process for the stated duration of the award.

Comply: Yes _____ No _____

INVOICING

Invoices submitted against the contract must include the purchase order number, item number(s) and item description(s), list prices and applicable discounts and net prices. The vendor may be required at times to furnish items not designated in this quote. The invoice must clearly indicate that these items were not included in the original quote. Under this circumstance, the vendor must indicate on the invoice the applicable price list(s) for this item(s). If this price list(s) was not previously supplied, the vendor will include it with the submission of the invoice. Failure to submit this information may result in the invoice being rejected for payment.

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

Invoices do not contain all the required information.
List price on the invoice does not correspond to the quoted price.

The quoter agrees to observe Fulton County goal of paying all valid invoices within thirty (30) days of receipt by Facilities and Transportation Services Department.

Quoter agrees that when and if this goal cannot be met, no legal action will be taken to force payment and no interest or penalty will accrue because of the County exceeding the thirty (30) day goal.

Invoices for payment must be sent to the following address:

Material Management
Facilities and Transportation Services Department
3929 Aviation Circle, Bldg. C.
Atlanta, Ga. 30336

7. INSURANCE & RISK MANAGEMENT PROVISIONS - N/A