DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

FULTON COUNTY

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

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER: 09BT70487YB

WILL BE RECEIVED UNTIL 2:00 P.M. , E.S.T **OCTOBER 22, 2009**

DESCRIPTION: MAINTENANCE AND SUPPORT FOR KEYSTONE IVR SOFTWARE, TELEPHONE ROUTING AND ANSWERING SYSTEM.

DEPARTMENT OF INFORMATION TECHNOLOGY

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.fultonvendorselfservice.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:	E-Mail Address :	Telephone Number:
Bradley Thomas	bradley.thomas@fultoncountyga.gov	404-612-5812

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.fultonvendorselfservice.co.ga.us BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print) **Date**

***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://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 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.

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: 09BT70487YB
Opening Date: 10/22/2009

Maintenance and Support for Keystone IVR System Application
One Year Maintenance and Support
Fulton County Department of Information Technology

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Maintenance and Support for Keystone IVR System software, equal or equivalent, from date of award and continuing from January 1, 2010 through December 31, 2010 for the Department of Information Technology.

2. CONTACT PERSON

Please contact Bradley Thomas, Assistant Purchasing Agent at (404) 612-5812 or by e-mail bradley.thomas@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.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. PRODUCT/SERVICE SPECIFICATIONS

The Department of Information Technology requests one (1) year Maintenance and Support for Keystone IVR System application for Fulton County Elections. The service shall cover all routine parts and labor required as a consequence of normal wear and tear. Plus maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by the customer) creation of Keystone IVR compatible database from master voter file (MVF) data provided by Fulton County Elections, system back up services and rebuilding of lost application files. Perspective quoters will also implement menu changes (recording, routing) with written notification including subject script changes, or written confirmation of phone request from customer. Perspective quoters will also handle program changes, to fit situation specific needs.

Perspective quoter's services will be stated in writing what will be provided. Perspective quoter's personnel will be made available to Fulton County Elections during normal business hours (9:00 a.m. to 5:00 p.m. E.S.T.) Monday through Friday. If on site work is required, perspective quoters must state what the on site charges will be. Perspective quoters must also state charges for service needed for non-maintenance items outside normal business hours.

- Responding Vendor must have access to the source code of above named software so that license upgrades, support fixes and software enhancements can be implemented at the clients at Fulton County presently using this capability.

- Responding Vendor must provide a remote support call number that Fulton County employees can use when issues arise with coverage providing 9:00 a.m. to 5:00 p.m., E.S.T., five (5) days a week, four (4) hour response.

- Responding Vendor must agree to send a technician to Fulton County if the problem cannot be resolved through normal support mechanisms or be able to supply a fresh installation of the product to alleviate the problem.

4. PRICING SHEETS

Maintenance and Support for Keystone IVR System Application.
Currently system is being serviced by Drakes Communications, Inc.

Quantity: One (1) year support and maintenance.

Total Price $_____

5. SPECIAL CONDITIONS/INSTRUCTIONS

Deliver to:
Wyatt Ware, Administrative Coordinator
Department of Information Technology
Fulton County Government Center
141 Pryor Street, S.W., Suite G035
Atlanta, Georgia 30303

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not applicable for this quote.

View All (1 of 1) : Document submitted successfully
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Action Menu

Load Vendor List Load T and C

General Information

Record Date :

Document Description : Maintenance and Support for Keystone IVR System Software

Vendor List Restricted Responses? :

Procurement Folder : 70487
Procurement Type : 1
System Gen List : false
Let Date : 10/14/2009
Published Date :
Published Time :
Close Date : 10/22/2009
Close Time : 14:00

Contact

Issuer ID : brthomas
Bradley Thomas
404-612-5812
Fulton County

Requestor ID : wware
Name : Wyatt Ware
Phone Number : 404-612-0048
Email : wyatt.ware@fultoncounty
Fulton County

Team ID : GROUP B
Buyer : Rodney Dority
404-612-5821
404-893-1734
rodney.dority@ful
Buyer Dept : Purchasing

Templates

T & C :
Name :

Vendor List :
Name :

Add Templates

T & C :
Name :
Add Template :

Vendor List :
Name :
Buyer ID :
Department :
Comm Class :
Prequalified List :
Add Template :

Evaluation Criteria :
Name :
Add Template :

Reference Documents

Solicitation Code :
Solicitation Dept :
Solicitation ID :

Evaluation Code :
Evaluation Dept :
Evaluation ID :

Document Information

Created By : brthomas
Created On : 10/14/2009

Modified By : brthomas
Modified On : 10/14/2009

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Action Menu

Load T & C Commodity

Line	Commodity Description	Line Amount	Marked Delete?
1	Support Services, Computer (Includes Computer Warranties)	$0.01	false

Insert New Line Insert Copied Line

First Prev Go To Next Last

Commodity Line Group : 1 >

General Information

Commodity : 92047

Support Services, Computer (Includes Computer Warranties)

Line Type : Service

Quantity :

Unit :

Unit Price :

Contract Amount : $0.01

Service From : 01/01/2010

Service To : 12/31/2010

Catalog :

Effective From :

Effective To :

Marked Delete? :

Commodity Specs : The Department of Information Technology requests one (1) year Maintenance and Support for Keystone IVR System application

Ext Description : The Department of Information Technology requests one (1) year Maintenance and Support for Keystone IVR System application

Line Amount : $0.01

Reference

Ref Doc Code : RQS

Ref Doc Dept : 220

Ref Doc ID : 10090900000000003381

Ref Commodity Line : 1

Shipping/Billing

Shipping Location : DPH

Attention :

141 Pryor Street, S.W.
Govt Ctr Tower, Rm G038
Atlanta
GA
30303
USA

Additional Info :

Billing Location : DIT

Attention : Annette Mills - 404-209-4588

141 Pryor Street SW
Suite G-038
Atlanta
GA
30303
USA

Additional Info :

Shipping Method : 6

Vendor

Free On Board : 5

FOB Dest, Freight Prepaid

Delivery Date : 12/31/2010

Delivery Type : Standard Ground

Specifications

Detailed Inst :

Packing Inst :

Hazardous Mat :

Spcl Handling :

Additional Handling Info :

Manufacturer :

Part Number :

Product/Category :

Model :

Drawing :

Piece :

Serial Number :

Specification :

Size :

Color :

MSDS :

Warranty Type :

Templates

T & C Template :

T & C Template Name :

Add Templates

New T & C Template :

New T & C Template Name :

Add Template :

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Action Menu

Copy Line Select Line

First Prev Go To Next Last

Procurement Folder : 70487

Amendment Number :

Published Date :

Published Time :

Let Date : 10/14/2009

Close Date : 10/22/2009

Close Time : 14:00

Public Bid Opening Date : 10/22/2009

Public Bid Opening Time : 14:00

Create Vendor Notification : ☑

Schedule of Events : ☑

Terms and Conditions : ☑

Evaluation Criteria : ☑

Evaluation Criteria (Points) : ☐

Amendment History : ☑

Document Attachments : ☑

Publish Vendor List : ☐

Commodity Description : ☑

Item Shipping : ☑

Item Specifications (Handling) : ☑

Item Specifications (Details) : ☑

Commodity Terms and Conditions : ☑

Commodity Attachments : ☑

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