



Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER:

12CT81323YA

WILL BE RECEIVED UNTIL Friday, November 11, 2011 @ 2:00pm local prevailing time

*****LAST DAY FOR QUESTIONS IS November 07, 2011 at 5:00pm est.*****

DESCRIPTION: Equipment Maintenance Agreement for Kodak i9620 Writer System for Clerk of Superior Court

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.fultonvendoreselfservice.co.fulton.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:

Carolyn Towns

E-Mail Address :

carolyn.towns@fultoncountyga.gov

Telephone Number:

(404) 612 4208

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.fultonvendoreselfservice.co.fulton.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 SPECIFICATIONS

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Opening Date: 11/11/11 @ 2:00 pm EST.

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

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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 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

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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.

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**EQUIPMENT MAINTENANCE AGREEMENT FOR One (1) KODAK i9620 WRITER SYSTEM
and Three (3) Kodak DSV-E 3000
Clerk of Superior Court**

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Equipment Maintenance Agreement for One (1) Kodak i9620 Writer System and Three (3) Kodak DSV-E 3000 for the Fulton County Clerk of Superior Court.

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

Equipment Maintenance Agreement for Kodak i9620 Writer System Clerk of Superior Court

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The vendor shall service the mainframe and all components of the equipment (as defined herein) that are mechanically, electronically, or remotely interconnected. All components must be inspected, tested and adjusted as one operating unit to diagnose and correct malfunctions effectively. Vendor must be an authorized or certified Kodak service provider.

1. Equipment

Equipment covered by this Agreement is One (1) KODAK i9620 WRITER SYSTEM and Three (3) Kodak DSV-E 3000, manufactured by Eastman Kodak Company ("Kodak Equipment") and all associated software and hardware peripherals.

2. Client Responsibilities

Client will designate an authorized representative for the purpose of interacting with Vendor's service personnel. The Client representative and the Client must:

- a) Provide initial problem-solving assistance to site users;
- b) Coordinate all requests for assistance and act as liaison with Kodak service personnel;
- c) Perform appropriate problem analysis and corrective actions by following troubleshooting instructions and remedial actions as prescribed by Kodak;
- d) Maintain system and Equipment documentation and install software updates, maintenance upgrades and patches supplied by manufacturers;
- e) Perform preventative maintenance and error recovery procedures as defined in the individual Equipment user's manual;
- f) Supply consumable items or other components that are replaced due to normal wear and/or as specified in the relevant manufacturer's manual(s);
- g) Provide service personnel with immediate access to the Equipment when service is requested;
- h) When necessary, supply and maintain modem and communication software approved by Kodak which satisfies the respective manufacturer's Equipment specifications.
- l) keep the site environmental ranges within the specifications set forth by the manufacturer of the relevant Equipment;

2.1 Client Software if applicable

Prior to service commencing on computers with hard drives, Client is responsible for creating a back-up copy of the file from the hard drive. Kodak is only responsible for formatting (if required) and transferring those files deemed necessary for formatting as more precisely outlined in the formatting procedures for specific Equipment. Client is responsible for restoring data. Kodak shall not be held liable for any damages arising from or relating to the loss of data, any software or any other information contained on a computer or similar device, or contained in or stored on Equipment.

2.2 Equipment Condition

Client warrants that the Equipment covered by this Agreement

- (a) Is in proper operating condition;
- (b) Is without any unauthorized modifications;
- (C) has all safety features in working condition;
- (d) Has been maintained in accordance with manufacturer's Equipment

performance specifications. Vendor reserves the right to inspect the Equipment and site installation to confirm that Equipment meets those conditions.

3. Service Calls

Vendor must provide a toll-free Client Support number with access to trained support staff and a message retrieval system during after-work hours.

4. Types of Service

4.1 Telephone Support.

Vendor will provide toll-free telephone support between 8:00 a.m. and 5:00 p.m., Customer local time.

4.2 On-Site Service.

Vendor will provide same day on-site service between 8:00 a.m. and 5:00 p.m. Customer local time. On-Site Service includes adjustments and/or replacement of parts required to maintain the Equipment operating consistently within individual manufacturer's published specifications.

4.3 Periodic Maintenance.

Periodic Maintenance ("PM") services will consist of routine maintenance services required to keep the Equipment in proper operating condition. The actual number of PMs to be performed is dependent upon the service plan purchased by Customer and is indicated on the service invoice. Additional scheduled PMs may be purchased to supplement coverage. 4.4 Extended Hours. Available extended hour plans should include hours beyond the 5-day, 8-hour schedule at no additional cost. Vendor will use commercially reasonable efforts to provide Service outside of Agreement Hours as shown below. Any such service performed will be billed at prevailing Vendor Per-Call Overtime rates.

4.5 Holidays.

Services will not be provided on holidays (including New Years, Memorial, Independence, Labor, Thanksgiving and Christmas days); however, if necessary, service should be available on a best efforts basis at prevailing Per-Call Holiday rates.

4.6 Response Time:

Vendor is to provide service during Client's normal working hours, within the following time frames:

Kodak Equipment - Within 4 Hours

OEM Equipment - Within Next Business Day

OEM Equipment Priority - Within 4 Hours

Vendor will use its best commercial efforts to meet its response time objectives.

4.7 Advanced Unit Replacement ("AUR") Support (if applicable).

- a. In some cases, if Vendor determines Equipment is not operating consistently within manufacturer's specifications, Vendor will provide next day AUR subject to availability of courier service.

- b. Vendor will use reasonable efforts to ensure that the replacement Equipment will perform at the minimum specifications of the current Equipment, but may not be the exact make and model.
- c. When AUR support is necessary, Vendor will ship the replacement unit to Client's location, transportation prepaid. Upon delivery of a replacement unit, Client must place the malfunctioning unit in the shipping case, apply the labels enclosed in the shipping case and call the carrier for pickup within 5 business days after receiving the AUR. Vendor will pay the return transportation charges. If Client does not return the malfunctioning unit within 10 business days after receipt of the AUR, Client will be invoiced the list price of the unit and shall immediately pay such invoice.

4.8 Depot Service (if applicable).

If Vendor determines the Equipment is not operating consistently within manufacturer's specifications and cannot be repaired on-site, Vendor will instruct the Client regarding shipment of the Equipment to Vendor for repair. Vendor will repair the Equipment, if possible, and return the Equipment to Client.

4.9 Software Equipment.

- a. Vendor will provide Maintenance Upgrades, Software Patches and telephone assistance of a technical nature on licensed Kodak Software Equipment. Vendor may issue Maintenance Upgrades or Patches and/or provide for on-site services necessary to correct errors that significantly affect software performance in accordance with Kodak's Software Equipment operating specifications.
- b. Unless Equipment documentation states otherwise, support will be provided for the current and previous Version Release of the licensed Kodak Software Equipment. For licensed Kodak Software Equipment, maintenance Upgrades and Patches are at no charge and include one copy of the user's manual and/or changes.
- c. Kodak Capture Pro software must not have a lapse in maintenance coverage in order for the user to download free Version Releases.
- d. Vendor will provide the same revision level of firmware and/or drivers on any replacement hardware part or subsystem (drives, library controller, etc.) within the library, during a "break fix" service call. Vendor shall ensure direct software/firmware patches and upgrades for OEM Equipment, including patch analysis, recommendation, management and implementation of software, patches, drivers, and firmware versions for tape storage Equipment and/or systems.

4.10 Parts.

Items as referenced in the manufacturer's manual(s) required to maintain Equipment operating consistently within manufacturer's published specifications is included in this Agreement. Parts or components replaced by Vendor will be either new or remanufactured to manufacturer's new Equipment standards. Parts removed from the system and replaced at no charge become the property of Vendor.

4.11 Consumables.

If Client also purchases consumables from Vendor under this Agreement, Vendor will provide consumables to Client in an amount equal only to a manufacturer-recommended one-year supply, without charge to the Client. Client must purchase all

requirements for consumables beyond such one-year supply at the prices charged by Kodak. Any agreement including consumables is a fixed term contract and may not be cancelled by Client at any time prior to the end of the term, except in the case of a breach by Kodak.

5. Property of Vendor

Maintenance material, tools, documentation, diagnostics and test equipment provided by Vendor shall remain the exclusive property of Vendor.

6. Limitations

The Services outlined in these terms are Vendor's only obligations. Vendor will not be responsible for any indirect, incidental, consequential or special damages arising under this Agreement, including but not limited to damages resulting from the sale, use, improper functioning or inability to use the Equipment and/or related software, regardless of the cause. Nor will Vendor be responsible for damages of any nature that are not caused by Vendor or are caused by circumstances out of Vendor's control. Such damages for which Vendor will not be responsible include, but are not limited to, loss of revenue or profit, loss of data, downtime costs, loss of use of the Equipment, cost of any substitute Equipment, facilities or services. This limitation of liability will not apply to claims for injury to persons or damage to tangible property caused by the sole negligence of Vendor or by persons under its complete direction or control.

7. This Agreement does not cover, and Vendor shall not be responsible for:

- A. operating system services (e.g., database maintenance/recovery, Equipment integration or application support);
- B. system administration services (e.g., system restarts, error monitoring and reporting basic system matters, including restoring the database);
- C. network system administration (e.g., installation of new software packages, maintenance of user and group accounts, solving network problems, performing system maintenance functions, monitoring networks, installing application software, maintaining configurations);
- D. Consultation services;

- E. Version release or software support to other than licensed Kodak Software Equipment;
- F. Equipment installation, set-up, configuration or other non-repair services;
- G. Cable and installation of cable runs or any acquisition of permits;
- H. Client training;
- I. Circumstances beyond Kodak's control (such as Client overriding, bypassing or defeating interlock switches on Equipment or devices sold by Kodak or any other 3rd party);
- J. Problems due to failure of Client to conform to site specifications provided in the user documentation, or provided by the manufacturer;

- K. Time spent in locating Equipment not at the specified location or waiting for Equipment availability;
- L. Relocation of Equipment or service associated with relocation;
- M. Seasonal hibernation (de-installation) and reactivation (re-installation);
- N. service or parts associated with any unauthorized modifications, attachments or service;
- O. Rebuilding or reconditioning of Equipment;
- P. Misuse or abuse of Equipment; and/or
- Q. Failure to follow operating instructions provided by the manufacturer. Kodak may provide, at its sole discretion, service in the above referenced situations under the Per-Call terms and at prevailing Per-Call rates.

8. Confidentiality of Client Data. Kodak does not wish to receive any confidential information of Client in the course of providing maintenance services, and Client is expected to take all reasonable precautions to avoid disclosing any of its confidential information or that of its Clients, employees or clients (“Confidential Information”) to Kodak and its employees or contractors.

However, in the event that Kodak’s employees or contractors become exposed to Confidential Information, Kodak will ensure that such information is protected against unauthorized disclosure using the same degree of care, but no less than a reasonable degree of care, as Kodak uses to protect its own information of a like nature.

4. PRICING

- 1. Maintenance fee for one (1) Kodak i9620 Writer System: \$__
- 2. Maintenance fee per copier for three (3) Kodak DSV-E 3000: \$__

5. SPECIAL CONDITIONS/INSTRUCTIONS

Delivery Address:

All deliveries will be made to:

**Fulton County General Services
 Transportation & Logistics Division
 79 Milton Avenue Atlanta, Georgia 30315.**

Deliveries will only be accepted between the hours of 7:30 a.m. and 3:30 p.m. Monday through Friday, excluding holidays.

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Invoicing:

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

**Fulton County Clerk of Superior Court
Attention: Reginald Starling
136 Pryor Street, S.W. Atlanta, Georgia 30303**

Invoices submitted against the contract must include the following:

1. Purchase order number Department name and contact person for whom order was delivered date of delivery and photocopy of signed delivery receipt.
2. Invoices will be returned unpaid when one of the following conditions exists: A. Invoice does not contain all the required information. B. Price on the invoice does not correspond to the bid price.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not applicable