



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 14RD95222B

PROJECT TITLE: Preventive Maintenance Service & Calibration of LifePak 12 3D Biphase Defibrillator Monitors – Fire Rescue Department

DUE DATE: 10/24/2014

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

LAST DAY FOR QUESTIONS: 10/23/2014

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 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 10/24/2014 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.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:
Rodney E. Dority

E-MAIL ADDRESS:
rodney.dority@fultoncountyga.gov

FAX NUMBER:
(404) 893-1734

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://fultonvendoreselfservice.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

10/24/2014 at 2:00 p.m. EST

- 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

Preventive Maintenance Service & Calibration
of LifePak 12 3D Biphase Defibrillator Monitors

Fulton County Fire Rescue Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Preventive Maintenance Service & Calibration of LifePak 12 3D Biphase Defibrillator Monitors for the Fulton County Fire Rescue Department.

2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail rodney.dority@fultoncountyga.gov or Fax (404) 893-1734 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

4. PRODUCT/SERVICE SPECIFICATIONS

1.0 General:

Fulton County is soliciting bids from qualified vendors to provide Preventive Maintenance Service & Calibration of LifePak12 3D Biphase Defibrillator Monitors for the Fire Department on a contractual as needed basis from date of award and ending December 31, 2014.

Any award made as a result of this bid shall be for the calendar year 2014. The County reserves the right for an option of one additional 12 month extension pending availability of departmental appropriated funding. Optional year price increase(s) in this contract, if exercised by Fulton County, shall be limited to the bid prices offered unless otherwise specifically accepted by Fulton County, but in no instance shall exceed the Consumer Price Index. The term "Consumer Price Index" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor with particular reference to the average shown on such index for all terms.

The following are the minimum acceptable requirements for Preventive Maintenance Service of LifPak12 3D Biphase Defibrillator Monitors for the Fire Department. Unless clearly identified as "no exceptions", items in the request for bid identified, described, or referenced by a brand name or trade name description, are intended to be descriptive, but not restrictive and are to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by Fulton County to meet its needs in all respects. If the bidder proposes to furnish another product, such products shall be clearly identified in the bid. The evaluation of the bids and the determination as to equality of the products offered shall be the responsibility of the County.

Award of this bid shall be to one vendor. Award shall be based on compliance with these specifications, delivery period and being the lowest responsive bidder.

1.1

Bidders must complete, and turn in this package to be considered for award of the bid. Specifications in the manufacturers' format will be accepted in addition to this completed format.

1.2

All bidders are required to submit with their bid, documentation of being authorized service and sales representative for, equipment or services for which the bidder is submitting a bid response. The awarded vendor(s) must operate an authorized service center.

1.3

The apparent silence of this specification, and any supplement thereto, as to details, or the omission from it of a detailed description concerning any point, will be regarded as meaning only the best commercial practices are to prevail. Only materials of the highest quality, correct type, size, and design are to be used. All interpretations of this specification will be made upon the basis of this statement, with Fulton County interpretation to prevail.

2.0 Parts:

All service parts must be new. Used, rebuilt or refurbished parts will not be considered or accepted. It is understood that some vendors can offer parts from more than one manufacturer and that discounts can differ based on the manufacturer. Therefore, it is acceptable to quote more than one manufacturer/discount. If doing so please ensure that the manufacturer's name the discounted for each is clearly stated.

Vendor shall submit a copy of the MSRP list of each manufacturer on whose parts they are quoting. The MSRP shall be current and in effect on the due date. Failure to submit this documentation will result in rejection of bidders quote.

3.0 Services:

Vendors shall perform a preventive maintenance service of each unit once per year. This PM shall include at a minimum a comprehensive performance inspection, service, and calibration of each unit that are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines. Each vendor shall submit with quote a copy of the inspection check list form that will be used in performing the preventive maintenance inspection that indicates each and every item for which the units will be inspected. Any services and/or repairs performed that are not included in the preventive maintenance service prior to authorization by Fulton County Fire & Rescue Department shall be done at the Vendor expense. Services may be performed onsite or offsite (ship-in). All travel related expenses for onsite visits by the vendor shall be at no added expense to the Fulton County Fire & Rescue Department. All offsite (ship-in) services shall be returned to Fulton County Fire & Rescue Department by Vendor freight prepaid.

4.0 Documentation:

Following each service, Vendor will provide Fulton County Fire & Rescue Department with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

5.0 Warranty:

Vendor warrants services performed and replacement parts provided in performing such services against defects in material and workmanship at the minimum of ninety (90) days from the date a service was performed or a part was provided. Any unit and/or replacement part determined to be defective shall be re-serviced by the vendor without any additional charge to Fulton County Fire & Rescue Department. If

10/24/2014 at 2:00 p.m. EST

affected unit and/or part needs to be shipped to Vendor, it shall be the responsibility of the Vendor to provide for all shipping expenses.

6.0 Upgrade:

There shall be a one time upgrade to each unit to comply with the new American Heart CPR recommendations.

5. PRICING SHEETS

7.0 Discounts:

A) Accessories _____% discount off retail

B) Electrodes _____% discount off retail

C) Upgrades _____% discount off retail

8.0 Preventive Maintenance

A) Preventive Maintenance & Calibration \$_____ea.

B) Labor/Repairs \$_____/per unit

6. SPECIAL CONDITIONS/INSTRUCTIONS

7. INSURANCE & RISK MANAGEMENT PROVISIONS