



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

**REQUEST FOR E-QUOTE NUMBER: 15RD99442B**

**PROJECT TITLE: Unabridged Audiobooks (CD) – Atlanta/Fulton County Library System**

**DUE DATE: 9/14/2015**

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

**LAST DAY FOR QUESTIONS: 9/11/2015**

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](http://www.fultoncountyga.gov).

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER 9/14/2015 AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://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](mailto: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 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.

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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.

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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

### Unabridged Audiobooks (CD) Atlanta-Fulton Public Library

#### 1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Unabridged Audiobooks (CD) for the Atlanta-Fulton Public Library. The award will be to a single vendor the entire collections of titles. The respondent that provides the greatest number of the requested titles at the overall lowest price is the most responsive vendor. The Titles must be available before November 1, 2015.

#### 2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail [rodney.dority@fultoncountyga.gov](mailto: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

This is a one-time procurement

#### 4. PRODUCT/SERVICE SPECIFICATIONS

##### Unabridged Audiobooks (CD)

- For each title listed, respondents must indicate its availability by entering a price in the columns. If a price is not entered in the appropriate price column, that item will be considered as unavailable from that respondent. Shipping and handling charges must be included in the quoted price. The price must include the cost total requested quantity (not the per item price).
- Vendor must be able to deliver the items within 30 days of receipt of order. Deliver time will be considered as a factor in award.
- Vendor must provide list of titles, the total cost and the total quantity of titles shipped when invoicing.
- Shipment must include a packing slip listing titles and the number of copies
- All deliveries are to the inside designated loading dock area of the central Library located at:

Atlanta-Fulton Public Library  
One Margaret Mitchell Square  
Atlanta, GA 30303  
ATTN: Collection Development

#### 5. PRICING SHEETS

Recorded Books List

Foreign Language CDs

<i>Title</i>	<i>Product ID</i>	<i>ISBN</i>	<i>QTY</i>	<i>Availability(Enter Yes or No)</i>
Danish: Complete Course 1	PC0120	978-1-4906-9153-4	1	
Spanish: The Short Course	PC100	978-0-7887-9721-7	1	
Hindi 1A: The Complete Course	PC317	978-1-4281-4029-5	1	
Hindi: The Short Course	PC316	978-1-4281-4028-8	1	
Chinese (Mandarin): The Short Course	PC106	978-0-7887-9727-9	1	
Spanish 1A: The Complete Course	PC135	978-0-7887-9758-3	1	
Spanish 11A: The Complete Course	PC136	978-0-7887-9759-0	1	
French 1A: The Complete Course	PC115	978-0-7887-9736-1	1	
Russian 1A: The Complete Course	PC132	978-0-7887-9755-2	1	
Arabic 1A: The Complete Course	PC0107	978-1-4703-3797-1	1	
Arabic 1B: The Complete Course	PC0108	978-1-4703-3800-8	1	
Portuguese 1A: The Complete Course	PC0153	978-1-4906-2930-8	1	
Portuguese: The Short Course	PC108	978-1-7887-9729-3	1	
German: The Short Course	PC102	978-0-7887-9723-1	1	
Japanese: The Short Course	PC104	978-0-7887-9725-5	1	

Your Coach in a Box

<i>Title</i>	<i>Product ID</i>	<i>ISBN</i>	<i>QTY</i>	
Forget a Mentor, Find a Sponsor	CA0390	978-1-4906-4977-1	1	
Smaller, Faster, Lighter, Denser, Cheaper	CA0391	978-1-4906-4978-8	1	
Mistakes I Made at Work	CA0392	978-1-4906-4979-5	1	
Own Your Future	CA0393	978-1-4906-4980-1	1	
Solving the Procrastination Puzzle	CA0394	978-1-4906-4981-8	1	
Culture Map	CA0395	978-1-4906-4982-5	1	
Power of Paradox	CA0396	978-1-4906-4983-2	1	
Supercommunicator	CA0397	978-1-4906-4984-9	1	
Next Gen Leader	CA0398	978-1-4906-4985-6	1	

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Tilt: Shifting Your Strategy from Products to Customers	CA0399	978-1-4906-4986-3	1	
What's the Future of Business	CA0400	978-1-4906-4987-0	1	
Team of Leaders	CA0401	978-1-4906-4988-7	1	
<b>Development</b>				
<b>Title</b>	<b>Product ID</b>	<b>ISBN</b>	<b>QTY</b>	
Thoughts Are Things	C03356	9781490631189	1	
Social Climber's Bible	CT0347	9781490642253	1	
Living the Secular Life	C03532	9781490649221	1	
All New Don't Think of an Elephant!	C03670	9781490659862	1	
Love 'Em or Lose 'Em, Fifth Edition	C03516	9781490642529	1	
Buffett	ND0341	9781490671314	1	
<b>Griot Audio</b>				
<b>Title</b>	<b>Product ID</b>	<b>ISBN</b>	<b>QTY</b>	
Family Business 3	CF0226	978-1-4906-4642-8	1	
The Perfect Deception	CF0377	978-1-4906-1267-6	1	
Hood Misfits Volume 2	CF0384	978-1-4906-4593-3	1	
Power, Seduction & Scandal	CF0399	978-1-4906-3221-6	1	
Pleasure Trap	CF0397	978-1-4906-3217-9	1	
His Last Wife	CF0398	978-1-4906-3219-3	1	
No Longer at Ease	CF0387	978-1-4906-5584-0	1	
I'm Doin' Me	CF0386	978-1-4906-4597-1	1	
Speak of the Devil	CF0383	978-1-4906-4591-9	1	
Pastor Needs a Boo	CF0215	978-1-4906-4462-2	1	
Sacrifices of Joy	CF0378	978-1-4906-4587-2	1	
Lady Elect	CF0221	978-1-4906-4632-9	1	
<b>Adult Bestsellers (2nd Quarter)</b>				
<b>Title</b>	<b>Product ID</b>	<b>ISBN</b>	<b>QTY</b>	
Garden of Lies	C02793	9781470380571	1	
Day Shift	C02180	9781470329143	1	
Wildfire In His Arms	C03793	9781490680484	1	
Skull Throne	DF0150	9781470366964	1	
Billie Holiday	C03752	9781490676364	1	
Airborne	C03083	9781490646305	1	
Place Called Freedom	C01955	9781470315771	1	
<b>Adult Bestsellers (1st Quarter)</b>				
<b>Title</b>	<b>Product</b>	<b>ISBN</b>	<b>QTY</b>	

	<i>ID</i>			
Handsome Man's De Luxe Café	C03033	9781490602943	1	
Mrs. Grant and Madame Jule	C02923	9781470392567	1	
Let Sleeping Dogs Lie	C00288	9781464020261	1	
Blood-Drenched Beard	C03539	9781490650821	1	
Paid Companion	C03363	9781490631776	1	
<b>Griot Audio (2nd Quarter)</b>				
<i>Title</i>	<i>Product ID</i>	<i>ISBN</i>	<i>QTY</i>	
Fall of Saints	CF0407	9781490658582	1	
Ordinary Light	CF0418	9781490675947	1	
Favorite Son	CF0217	9781490644684	1	
Red Hot Liar	CF0220	9781490646244	1	
Best She Ever Had	CF0219	9781490646220	1	
Arrow of God	CF0388	9781490655864	1	
Banks Sisters	CF0224	9781490646381	<b>2</b>	
Obsession 3	CF0223	9781490646367	1	
Sweet Violet and a Time for Love	CF0379	9781490645896	1	
Lady Elect 2	CF0222	9781490646343	1	
Drama in the Church Saga	CF0225	9781490646404	1	
Loving Donovan	CF0417	9781490671536	1	

Unabridged Audiobooks (CD) Total: 70 Total Price: \$ \_\_\_\_\_

## 6. SPECIAL CONDITIONS/INSTRUCTIONS

- **Vendor must provide list of titles, the total cost and the total quantity of titles shipped when invoicing.**
- **Must be retail editions**
- **For each title listed, respondents must indicate its availability by entering Yes or No in the Availability column. Only yes or no response appropriate in availability column. Vendors' yes responses must indicate total requested quantities are available. Shipping and handling charges must be included in the quoted price. The price must include the cost total requested quantity (not the per item price).**
- **Vendor must be able to deliver the items within 30 days of receipt of order. Deliver time will be considered as a factor in award.**
- **Shipment must include a packing slip listing titles and the number of copies.**
- **All deliveries are to the inside designated loading area of the Central Library located at:**

**Atlanta-Fulton Public Library  
One Margaret Mitchell Square  
Atlanta, GA 30303  
ATTN: Collection Development**