FULTON COUNTY PURCHASING DEPARTMENT

REQUEST FOR QUOTE NUMBER: 08DM58747YC

WILL BE RECEIVED UNTIL OCTOBER 31, 2007 @ 2:00 P.M.

DESCRIPTION: COUNTYWIDE LEASING OF PAGERS – 2008 (Emergency Services Dept)

Return to:
FAX QUOTES ARE ACCEPTABLE
404-893-1738

Fulton County Purchasing Department
Public Safety Building, Suite 1168
130 Peachtree Street, S.W.
Atlanta, Georgia 30303
(404) 730-5800

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:
Delores Miles	Delores.Mile@fultoncountyga.gov	404-730-5815

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also 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 DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

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

Title

***Signature of the person submitting QUOTE:**

***This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, vendor agrees that their quote is an offer to sell. All bidder 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.**

NO BID: ☐ **REASON:** _____

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 signature in the space provided for vendor in these documents, vendor agrees to furnish the product(s) and/or service(s) pursuant to these conditions. The signed form must be submitted with your bid. Failure to do so may result in your bid being found non-responsive.

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 may be submitted for quotes on the Vendor Self Service system at www.fultonvendorselfservice.co.ga.us, fax, or in person. Responses must be delivered to the Purchasing Department by the date indicated on the Request for Quote cover sheet. Quotes will be received until 2:00 p.m. on the date indicated. Quotes should be submitted on the forms provided by the County. Quotes must be signed by an authorized employee, if submitting a hardcopy.

3. **AMENDMENTS TO THE REQUEST FOR QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.

4. **NO BID.** Persons desiring not to submit a quote should return the acknowledgement marking it "No-Bid", not later than the stated submittal deadline.

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 stats 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 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. **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, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303. A protest must be submitted to the Director of Purchasing 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.

REQUEST FOR QUOTE
Quote Number: 08DM58747YC
Opening Date: October 31, 2007 @ 2:00 p.m.

COUNTYWIDE LEASING OF PAGERS - 2008
EMERGENCY SERVICES DEPARTMENT

All questions should be submitted in writing to the contact person. No verbal responses shall be authoritative. Last day to submit questions is October 29, 2007.

1. DESCRIPTION

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Countywide Leasing of Pagers to the Emergency Services Department for the year 2008.

2. CONTACT PERSON

Please contact Delores Miles, Procurement Officer, at (404) 730-5815 or by e-mail Delores.Miles@co.fulton.ga.us, with any procedural or technical questions. **All questions should be submitted in writing to the Purchasing contact person. Last day to submit questions is October 29, 2007.** Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. PRODUCT / SERVICE SPECIFICATIONS

REQUIREMENTS:

1. Bidder(s) shall submit quotes utilizing the attached four (4) quote grids for alpha-numeric and numeric pagers with additional services.

2. Bidder(s) must meet the minimum requirements specified below:

   Voice mail with 5 messages held for 12 hours and 20 messages held for 72 hours
   Wide area coverage: Local, State, Regional and National

3. Bidder must provide their system ability to notify Fulton County users of system failures.

4. All pagers shall be the latest technology in pagers available with the best quality of range and ease of use.

5. All data paging circuits shall have a primary circuit and secondary circuit.

6. The bidder shall be the owner of its system to insure quality service from one place.

7. The nationwide paging service of the vendor shall be able to provide the quality or the same as local paging services.

8. The bidder will provide the alphanumeric entry device for sending text messages to alphanumeric pagers and sending messages by e-mail and internet access thru vendor website.

9. The bidder will guarantee replacement of pagers due to accident and mechanical or electronic failure. It is desirable to use the same pager number for the replacement pager.

10. The bidder will supply the batteries for pagers whenever needed. Each pager must come equipped with one (1) installed battery plus one (1) spare battery.

11. Since bidders are capable of providing pagers from one or more manufacturers, it is acceptable for bidders to quote up to a maximum of five (5) different pagers for each type (alphanumeric and numeric).

12. The bidder must submit a copy of the operator's manual with quote.

13. The bidder agrees to submit, upon request, relevant product data sheets to prove compliance with the specified product standards. Additional literature must be properly marked with vendor's name and item number(s) as specified.

14. Delivery Requirements: The successful bidder shall respond as follows:

A. Emergency Requests- Shall be delivered within (24) twenty-four hours.
B. Urgent Requests – Shall be delivered within (48) forty-eight hours.
C. Routine Requests – Shall be delivered within (5) five days.

4. SPECIAL CONDITIONS / INSTRUCTIONS

The vendor shall list on a separate sheet of paper any variations from or exceptions to the conditions and specifications of this request for quote. This sheet shall be labeled “Exceptions to Quote Conditions” and shall be attached to the quote.

Vendors not providing quote pricing on the exact items(s) listed in these specifications must provide literature, brochure, drawing, etc., that clearly demonstrates the proposed item(s) is equal. Any bidder that is not compliant in providing the exact items listed or the requested information shall be deemed as a non-responsive quote.

No person, firm or business entity, however situated or composed, obtaining a copy of or responding to the solicitation shall initiate or continue any verbal or written communications regarding this solicitation with any county officer, elected official, employee, or designated county representative between the date of the issuance of this solicitation and the date of the final contract award by the authorized and permitted by the terms and conditions of this solicitation.

All verbal and written communications initiated by such person, firm or entity regarding this solicitation, same are authorized and permitted by the terms and conditions of this solicitation shall be directed to Delores Miles at 404-730-5815.

Any violation of this prohibition or the initiation or continuation or verbal or written communications with county officers, elected officials, employees or designated county representatives shall result a written finding by the purchasing agent that the submitted quote of the person, firm or entity in violations is not responsive and same shall not thereafter be considered for award.

5. PRICE QUOTE

Numeric: Cost per pager/monthly deductible
$_____

Alphanumeric: Cost per pager/monthly deductible
$_____

Two-way paging: Cost per pager/monthly deductible.
$_____

Price Quote for Alpha-Numeric Pagers

Manufacturer/ (Coverage)	Model	Vibrate (specify Y or N)	Tone (specify Y or N)	Lighted display (specify Y or N)	Text capacity	Text location (Top or Side read)	Total message per month(cost if over)	Belt clip (specify Y or N)	Lock message	Time/ date stamp	Real time clock	Reminder alerts	Price per unit
Local													
State													
Regional													
National													

Price Quote for Numeric Pagers

Manufacturer/ (Coverage)	Model	Vibrate (specify Y or N)	Tone (specify Y or N)	Lighted display	Digit capacity		Total message per month(cost if over)	Belt clip (specify Y or N)	Lock message	Time/date stamp	Real time clock	Reminder alerts	Price per unit
Local													
State													
Regional													
National													

Price Quote for Two-Way Paging

Manufacturer/ (Coverage)	Model	Vibrate (specify Y or N)	Tone (specify Y or N)	Lighted display	Total Text capacity	Text location (top or side read)	Total message per month(cost if over)	Received and reply feature (specify)	Lock message	Time/ date stamp	Real time clock	Reminder alerts	Price per unit
Local													
State													
Regional													
National													

Price Quote for Pager Writer

Manufacturer/ (Coverage)	Model	Vibrate (specify Y or N)	Tone (specify Y or N)	Lighted display	Text capacity	Text location	Total message per month(cost if over)	Message lock & delete (specify)	Received and reply feature (specify)	Interface with computer (specify)	Real time clock	Reminder alerts	Price per unit
Local													
State													
Regional													
National													

End of Specifications