



DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

Winner 2000 - 2009 Achievement of Excellence in Procurement Award
National Purchasing Institute

Cecil S. Moore, Director



REQUEST FOR QUOTE NUMBER:

10GS73784YB

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

JUNE 10, 2010

DESCRIPTION: ADULT AUDIOBOOKS ON CD AND PLAYAWAYS
ATLANTA-FULTON PUBLIC LIBRARY SYSTEM

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.fultonvendorservice.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:
Gertis Strozier

E-Mail Address:
Gertis.strozier@fultoncountyga.gov

Telephone Number:
404-612-5826

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.fultonvendorservice.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
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.

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 10GS73784YB

Opening Date: June 10, 2010

Adult Audiobooks on CD and Playaways Atlanta-Fulton Public Library System

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Adult Audiobooks on CD and Playaways for the Atlanta-Fulton Public Library System from date of award and continuing through December 31, 2010.

2. CONTACT PERSON

Please contact Gertis Strozier, Procurement Officer at (404) 612-5826 or by e-mail gertis.strozier@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

Note: prospective quoter(s) must submit the SAMPLE LIST OF TITLES via email to gertis.strozier@fultoncountyga.gov by 5:00 P.M., EST. Tuesday, June 8, 2010 to be considered for award. Sample list of titles can be found on pages 5 through 7.

Specifications for Adult Audiobooks and Playaways

We are requesting Adult Audiobooks on CD and Playaways unprocessed.

Inventory

Vendor **must** be able to provide at least 90% of the listed sample titles.

Vendor **must** have an inventory of items available for immediate shipping and must provide documentation of in stock inventory via catalog or website for consideration.

Ordering

Vendor **must** provide a web-based ordering system

That allows users to view available inventory

That has password security protection to secure information

Allow multiple users at the same time within the library system

Allow users to assign unique order numbers (Purchase Order number) for the purpose of tracking order status. Invoice for items received or cancelled must reference the unique assigned order number.

All orders not filled within 60 days must be cancelled. Vendor must provide confirmation of cancellations in writing.

Invoicing

Invoices for items received should be sent weekly.
 Unique order number (P.O. number) shouldn't be combined on an invoice.
 Each invoice should provide list of titles, the total cost and total quantity shipped.

Shipping

All deliveries are to the inside designated loading dock area of the Central Library located at One Margaret Mitchell Square Atlanta, Georgia 30303 Monday thru Friday between the hours of 8:30 am to 4:30. There are to be no deliveries on weekends or holidays.

All shipment **must** include a packing slip listing titles and the number of copies.

4. PRICING SHEETS

Vendor **must** provide discounts offered for each of the sample titles to determine average discount.

Pricing Form:

- | | |
|------------------------------------------------------------------------------------------------------------|----------------|
| 1. Average List Price of items to be ordered (determined by the library) | <u>\$53.72</u> |
| 2. Average Discount Offered (determined from average discount offered on listing of sample titles) % _____ | |
| 3. Requested Quantity (estimated order quantity determined by the library) | <u>1,000</u> |
| 4. Shipping Cost (based on requested order quantity) | _____ |
| 5. Total Cost _____ | |
- Shipping **must** be included in quoted price

5. SPECIAL CONDITIONS/INSTRUCTIONS

See page 5 through 6 Sample List of Title

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not applicable for this quote.

Requested for Quote 10GS73784YB, Adult Audiobooks on CD and Playaways

SAMPLE LIST OF TITLES

Ref #	Title	Level/Category & Type	List Price	%Discount off List Price
1	1022 Evergreen Place / Debbie Macomber	Adult Unabridged audiobooks	\$32.99	
2	61 Hours / Lee Child	Adult Unabridged audiobooks	\$44.99	
3	Bearers of the Black Staff / Terry Brooks	Adult Unabridged audiobooks	\$38.99	
4	Body Work / Sara Paretsky	Adult Unabridged audiobooks	\$36.99	
5	Broken / Karin Slaughter	Adult Unabridged audiobooks	\$38.99	
6	Bullet / Laurell K. Hamilton	Adult Unabridged audiobooks	\$39.99	
7	Burn/ Nevada Barr	Adult Unabridged audiobooks	\$36.99	
8	Burning Wire / Jeffery Deaver	Adult Unabridged audiobooks	\$39.99	
9	Burnt Mountain / Anne Rivers Siddons	Adult Unabridged audiobooks	\$39.99	
10	Captive Queen / Alison Weir	Adult Unabridged audiobooks	\$34.99	
11	Cobra / Frederick Forsyth	Adult Unabridged audiobooks	\$39.99	
12	Crossfire / Dick & Felix Francis	Adult Unabridged audiobooks	\$39.99	
13	Cure / Robin Cook	Adult Unabridged audiobooks	\$39.99	
14	Dangerous / Diana Palmer	Adult Unabridged audiobooks	\$34.99	
15	Dark Peril / Christine Feehan	Adult Unabridged audiobooks	\$38.99	
16	Death Echo / Elizabeth Lowell	Adult Unabridged audiobooks	\$39.99	
17	Devil Colony /James Rollins	Adult Unabridged audiobooks	\$39.99	
18	Exclusive / Fern Michaels	Adult Unabridged audiobooks	\$29.99	
19	Family Ties / Danielle Steel	Adult Unabridged audiobooks	\$38.99	
20	Fly Away Home / Jennifer Weiner	Adult Unabridged audiobooks	\$39.99	
21	Foreign Influence / Brad Thor	Adult Unabridged audiobooks	\$39.99	
22	Frankenstein - Lost Souls /Dean Koontz	Adult Unabridged audiobooks	\$39.99	
23	Full Dark, No Stars / Stephen King	Adult Unabridged audiobooks	\$39.99	
24	Girl who Kicked the Hornet's Nest / Stieg Larsson	Adult Unabridged audiobooks	\$39.99	
25	Glass Rainbow / James Lee Burke	Adult Unabridged audiobooks	\$49.99	
26	Heart of the Matter / Emily griffin	Adult Unabridged audiobooks	\$39.99	
27	Ice Cold / Tess Gerritsen	Adult Unabridged audiobooks	\$36.99	
28	In Harms Way / Ridley Pearson	Adult Unabridged	\$29.99	

		audiobooks		
29	In the Name of Honor / Richard North Patterson	Adult Unabridged audiobooks	\$39.99	
30	Infamous / Suzanne Brockmann	Adult Unabridged audiobooks	\$24.99	
31	Island / Elin Hilderbrand	Adult Unabridged audiobooks	\$34.99	
32	Last Night at Chateau Marmount / Lauren Weisberger	Adult Unabridged audiobooks	\$39.99	
33	Legacy / Danielle Steel	Adult Unabridged audiobooks	\$38.99	
34	Lion / Nelson Demille	Adult Unabridged audiobooks	\$39.99	
35	Live to Tell / Lisa Gardner	Adult Unabridged audiobooks	\$39.99	
36	Love in the Afternoon / Lisa Kleypas	Adult Unabridged audiobooks	\$29.99	
37	Lowcountry summer / Dorothea Benton Frank	Adult Unabridged audiobooks	\$39.99	
38	Married by Morning / Lisa Kleypas	Adult Unabridged audiobooks	\$29.99	
39	Mission of Honor / David Weber	Adult Unabridged audiobooks	\$39.99	
40	My name is memory	Adult Unabridged audiobooks	\$39.99	
41	Overton Window / Glenn Beck	Adult Unabridged audiobooks	\$29.99	
42	Private / James Patterson	Adult Unabridged audiobooks	\$34.99	
43	Promise to Keep / Jane Green	Adult Unabridged audiobooks	\$39.99	
44	Queen of the Night / J A Jance	Adult Unabridged audiobooks	\$39.99	
45	Red Queen / Philippa Gregory	Adult Unabridged audiobooks	\$49.99	
46	Rembrandt Affair / Daniel Silva	Adult Unabridged audiobooks	\$36.99	
47	Robert Ludlum's the Bourne Objective / Lustbader	Adult Unabridged audiobooks	\$49.99	
48	Rule of Nine	Adult Unabridged audiobooks	\$39.99	
49	Rules of Betrayal / Christopher Reich	Adult Unabridged audiobooks	\$39.99	
50	Search / Nora Roberts	Adult Unabridged audiobooks	\$39.99	
51	The 9th Judgment/ James Patterson	Playaways	\$74.99	
52	An Education / Lynn Barber	Playaways	\$54.99	
53	Abraham Lincoln - Vampire Hunter / Seth Grahame	Playaways	\$69.99	
54	The Art of Choosing / Sheena Iyengar	Playaways	\$59.99	
55	The Book of Spies / Gayle Lynds	Playaways	\$64.99	
56	The Boy with the cuckoo-Clock Heart / Mathias Malzieu	Playaways	\$54.99	
57	The Bride Collector / Ted Dekker	Playaways	\$84.99	
58	Burning Lamp / Amanda Quick	Playaways	\$69.99	
59	Chelsea Chelsea Bang Bang / Chelsea Handler	Playaways	\$69.99	
60	Deadly Deals / Fern Michaels	Playaways	\$69.99	
61	Deliver Us From Evil / David Baldacci	Playaways	\$94.99	
62	Eight Days to Live / Iris Johansen	Playaways	\$74.99	
63	Entranced / Nora Roberts	Playaways	\$59.99	

64	Fang / James Patterson	Playaways	\$59.99	
65	Freefall/ Joseph Stiglitz	Playaways	\$69.99	
66	Good Man Jesus and the Scoundrel Christ / Pullman	Playaways	\$44.99	
67	Great American Novel / Philip Roth	Playaways	\$74.99	
68	The Hand That First Held Mine / Maggie O'Farrell	Playaways	\$64.99	
69	Hannah's List / Debbie Macomber	Playaways	\$69.99	
70	Hard Rain / David Rollins	Playaways	\$74.99	
71	The Heights / Peter Hedges	Playaways	\$64.99	
72	Home in Carolina / Sherryl Woods	Playaways	\$59.99	
73	Honeysuckle Summer /	Playaways	\$16.99	
74	House of Reckoning / Koontz	Playaways	\$69.99	
75	hot on Her Heels / Susan Mallery	Playaways	\$59.99	
76	I'm Still Standing / M. L. Doyle	Playaways	\$59.99	
77	Islands of the Damned / R. Burgin	Playaways	\$69.99	
78	It / Stephen King	Playaways	\$119.99	
79	Jane Slayre / Charlotte Bronte	Playaways	\$69.99	
80	John the Revelator / Peter Murphy	Playaways	\$59.99	
81	Keeping the Feast / Paula Butturini	Playaways	\$59.99	
82	Liberating Atlantis / Harry Turtledove	Playaways	\$74.99	
83	The Last Honest Women / Nora Roberts	Playaways	\$59.99	
84	Married by Morning / Lisa Kleypas	Playaways	\$59.99	
85	The Mask / Dean Koontz	Playaways	\$74.99	
86	Oath of Fealty / Elizabeth Moon	Playaways	\$74.99	
87	Private Life / Jane Smiley	Playaways	\$74.99	
88	The Red Thread / Ann Hood	Playaways	\$59.99	
89	Single White Vampire / Lynsay Sands	Playaways	\$69.99	
90	That Perfect Someone / Lindsey	Playaways	\$74.99	
91	The Liar's Lullaby/ Gardiner	Playaways	\$69.99	
92	The Lion/DeMille	Playaways	\$119.99	
93	Love in the Afternoon/Kleypas	Playaways	\$59.99	
94	Model Home/ Puchner	Playaways	\$74.99	
95	One Season of sunshine/ London	Playaways	\$59.99	
96	Private / James Patterson	Playaways	\$74.99	
97	Seaworthy / Greenlaw	Playaways	\$64.99	
98	Frankenstein - Lost Souls /Koontz	Playaways	\$74.99	
99	Family ties / Steel	Playaways	\$69.99	
100	Whiplash / Coulter	Playaways	\$74.99	
	AVERAGE LIST PRICE		\$53.72	\$53.72