



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:

10GS73794YB

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

JUNE 10, 2010

DESCRIPTION: JUVENILE AUDIOBOOKS ON CD AND READ ALONGS
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: 10GS73794YB

Opening Date: June 10, 2010

Juvenile Audiobooks on CD and Read Alongs Atlanta-Fulton Public Library System

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Juvenile Audiobooks on CD and Read Alongs 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.fultonvendorelveservice.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 8.

Specifications for Juvenile Audiobooks on CD and Read Alongs

We are requesting Juvenile Audiobooks on CD and Read Alongs 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>\$24.06</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>2,500</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 8 Sample List of Title

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not applicable for this quote.

Request for Quote 10GS73794YB

SAMPLE LIST OF TITLES

Ref #	Title	Level/Category & Type	List Price	%Discount off List Price
1	Anansi and the Magic Stick:	Juvenile Read-alongs	\$18.95	
2	Anansi and the Moss-Covered Rock:	Juvenile Read-alongs	\$18.95	
3	Anansi and the Talking Melon:	Juvenile Read-alongs	\$18.95	
4	Anansi Goes Fishing:	Juvenile Read-alongs	\$18.95	
5	Animals Should Definitely Not Wear Clothing:	Juvenile Read-alongs	\$18.95	
6	Anna Banana and Me:	Juvenile Read-alongs	\$18.95	
7	Bein With You this Way:	Juvenile Read-alongs	\$18.95	
8	Ben's Trumpet:	Juvenile Read-alongs	\$18.95	
9	Blues of Flats Brown, The:	Juvenile Read-alongs	\$18.95	
10	Caps for Sale:	Juvenile Read-alongs	\$18.95	
11	Carrot Seed, The:	Juvenile Read-alongs	\$18.95	
12	Case of the Climbing Cat, The:	Juvenile Read-alongs	\$18.95	
13	Case of the Desperate Duck, The:	Juvenile Read-alongs	\$18.95	
14	Case of the Missing Monkey, The:	Juvenile Read-alongs	\$18.95	
15	Chicken Sisters, The:	Juvenile Read-alongs	\$18.95	
16	Clean-Sweep Campers:	Juvenile Read-alongs	\$18.95	
17	Cloudy With A Chance of Meatballs:	Juvenile Read-alongs	\$18.95	
18	Corduroy:	Juvenile Read-alongs	\$18.95	
19	Countdown To Kindergarten:	Juvenile Read-alongs	\$18.95	
20	Dandelion:	Juvenile Read-alongs	\$18.95	
21	Diary of a Fly:	Juvenile Read-alongs	\$28.95	
22	Diary Of A Spider:	Juvenile Read-alongs	\$28.95	
23	Diary Of A Worm:	Juvenile Read-alongs	\$28.95	
24	Doorbell Rang, The:	Juvenile Read-alongs	\$18.95	

25	Emma's Pet:	Juvenile Read-alongs	\$18.95	
26	Fine, Fine School, A:	Juvenile Read-alongs	\$18.95	
27	First Day of School, The:	Juvenile Read-alongs	\$18.95	
28	Fishing In the Air:	Juvenile Read-alongs	\$18.95	
29	Gingerbread Man, The:	Juvenile Read-alongs	\$18.95	
30	Goodnight Moon:	Juvenile Read-alongs	\$18.95	
31	Happy Graduation:	Juvenile Read-alongs	\$18.95	
32	Henry and Mudge in the Green Time:	Juvenile Read-alongs	\$18.95	
33	Henry and Mudge in the Sparkle Days:	Juvenile Read-alongs	\$18.95	
34	Henry and Mudge Under the Yellow Moon:	Juvenile Read-alongs	\$18.95	
35	Houndsley and Catina and the Birthday Surprise:	Juvenile Read-alongs	\$18.95	
36	Houndsley and Catina:	Juvenile Read-alongs	\$18.95	
37	It's a Fair Day Amber Brown:	Juvenile Read-alongs	\$18.95	
38	It's Justin Time Amber Brown:	Juvenile Read-alongs	\$18.95	
39	Long Wait, The:	Juvenile Read-alongs	\$18.95	
40	Minnie and Moo and The Case of the Missing Jelly Donut:	Juvenile Read-alongs	\$18.95	
41	Minnie and Moo and the Musk of Zorro:	Juvenile Read-alongs	\$18.95	
42	Minnie and Moo Go Dancing:	Juvenile Read-alongs	\$18.95	
43	Mitchell Is Moving:	Juvenile Read-alongs	\$18.95	
44	Practice Makes Perfect for Rotten Ralph	Juvenile Read-alongs	\$18.95	
45	Rotten Ralph Feels Rotten:	Juvenile Read-alongs	\$28.95	
46	Rotten Ralph Helps Out:	Juvenile Read-alongs	\$18.95	
47	Second Grade Rules, Amber Brown:	Juvenile Read-alongs	\$18.95	
48	Snout for Chocolate, A:	Juvenile Read-alongs	\$18.95	
49	The Drinking Gourd: A Story of the Underground Railroad:	Juvenile Read-alongs	\$18.95	
50	What a Trip, Amber Brown:	Juvenile Read-alongs	\$18.95	
51	The Abduction	Juvenile Audiobooks	\$39.95	

52	Al Capone Does My Shirts	Juvenile Audiobooks	\$30.00	
53	Al Capone Shines My Shoes	Juvenile Audiobooks	\$37.00	
54	Alexander and the Horrible, No Good, Very Bad Day and Other Stories and Poems	Juvenile Audiobooks	\$13.95	
55	The Alvin Ho Collection: Books 1 & 2	Juvenile Audiobooks	\$19.95	
56	The Arthur & Friends Collection	Juvenile Audiobooks	\$19.95	
57	The Batboy	Juvenile Audiobooks	\$29.95	
58	Behold the Bold Umbrellaphant and Other Poems	Juvenile Audiobooks	\$13.95	
59	The Black Circle	Juvenile Audiobooks	\$19.95	
60	Boys are Dogs	Juvenile Audiobooks	\$39.97	
61	Brendan Buckley's Universe and Everything In It	Juvenile Audiobooks	\$35.00	
62	Brown Bear & Friends	Juvenile Audiobooks	\$14.95	
63	Captain Nobody	Juvenile Audiobooks	\$28.00	
64	The Cat in the Hat and Other Dr. Seuss Favorites	Juvenile Audiobooks	\$19.99	
65	The Curse of the Campfire Weenies	Juvenile Audiobooks	\$49.00	
66	Diary of a Wimpy Kid	Juvenile Audiobooks	\$14.99	
67	Dodger and Me	Juvenile Audiobooks	\$44.97	
68	The Emperor's Code	Juvenile Audiobooks	\$19.99	
69	Faith, Hope & Ivy June	Juvenile Audiobooks	\$34.00	
70	Falling In	Juvenile Audiobooks	\$51.75	
71	The Fast and The Furriest	Juvenile Audiobooks	\$30.00	
72	Favorite Scary Stories of American Children	Juvenile Audiobooks	\$14.95	
73	Flat Stanley Audio Collection	Juvenile Audiobooks	\$22.00	
74	Frog and Toad Audio Collection	Juvenile Audiobooks	\$17.95	
75	Geronimo Stilton Boxed Set	Juvenile Audiobooks	\$43.95	
76	Give Peas A Chance and Other Funny Stories	Juvenile Audiobooks	\$54.95	
77	How Oliver Olson Changed the World	Juvenile Audiobooks	\$25.75	
78	In Too Deep	Juvenile Audiobooks	\$19.95	

79	Joe Sherlock Kid Detective Audio Collection	Juvenile Audiobooks	\$22.95	
80	Lawn Boy	Juvenile Audiobooks	\$39.97	
81	Lilly's Big Day and Other Stories	Juvenile Audiobooks	\$14.95	
82	Lone Wolf	Juvenile Audiobooks	\$29.95	
83	The Mercy Watson Collection: Volume 3	Juvenile Audiobooks	\$14.95	
84	A Million Shades of Gray	Juvenile Audiobooks	\$29.99	
85	Mom, There's a Dinosaur in Beeson's Lake	Juvenile Audiobooks	\$19.95	
86	My Life with the Lincolns	Juvenile Audiobooks	\$34.00	
87	News for Dogs	Juvenile Audiobooks	\$19.95	
88	Northward to the Moon	Juvenile Audiobooks	\$28.00	
89	Odd and the Frost Giants	Juvenile Audiobooks	\$17.99	
90	Olivia: The Audio Collection	Juvenile Audiobooks	\$9.99	
91	The Rescue	Juvenile Audiobooks	\$39.95	
92	Scat	Juvenile Audiobooks	\$40.00	
93	The Search	Juvenile Audiobooks	\$39.95	
94	Spongebob Squarepants Collection: Books 1 - 8	Juvenile Audiobooks	\$30.00	
95	Storm Warning	Juvenile Audiobooks	\$19.99	
96	Swindle	Juvenile Audiobooks	\$46.75	
97	The Viper's Nest	Juvenile Audiobooks	\$19.95	
98	The Wayside School Collection	Juvenile Audiobooks	\$40.00	
99	When You Reach Me	Juvenile Audiobooks	\$28.00	
	AVERAGE LIST PRICE		\$24.06	