DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

FULTON COUNTY

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

OUTSTANDING AGENCY ACCREDITATION ACHIEVEMENT AWARD NIGP

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER:		**11DW78488C**
WILL BE RECEIVED UNTIL	**2:00 PM**	**May 12, 2011**

DESCRIPTION: BRAKE MAINTENANCE AND REPAIR

DEPARTMENT: FIRE RESCUE DEPARTMENT

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.fultonvendorselfservice.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:	E-Mail Address :	Telephone Number:
DIANN WATHINGTON	diann.wathington@fultoncountyga.gov	404-612-1100

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.fultonvendorselfservice.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: 11DW78488C
Opening Date: May 12, 2011

BRAKE MAINTENANCE AND REPAIR
FIRE RESCUE DEPARTMENT

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Brake Maintenance & Repair Service for the Fire Rescue Department on an as if/when needed basis for a twelve (12) month period, beginning date of award.

2. CONTACT PERSON

Please contact Diann Wathington, Procurement Officer at (404) 612-1100 or by e-mail diann.wathington@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.fultonvendorselfservice.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

- Brake Maintenance and Repair Services for FY 2011 – 2012

- Parts and service will consist of the following:
    1. Drums
    2. Blockson Shoes
    3. Spring Kits
    4. Seals
    5. Lining
    6. Cleaning and turning drums
    7. and related brake parts & supplies

- Quoter shall provide brake parts at the following discount from the manufacturer's suggested retail price: (must be placed in the comment field online)

  _____ % discount Manufacturer(s) _____

_____ % discount Manufacturer(s) _____

_____ % discount Manufacturer(s) _____

_____ % discount Manufacturer(s) _____

- Each quoter shall submit one (1) copy of the most recent price list (catalog) and supplement with their quote. Failure may be cause for rejecting your quote. Photocopies of manufacturer's price list and/or computer printouts must be clear and legible. Blurred copies and distribution inventory price lists are not acceptable. Also pencil, typewritten, or pen ink changes in the price lists will not be acceptable.

- Are there any other charges applicable in the provision of these services?

  _____ yes _____ no

  If yes, specify in detail below and indicate applicable charges(s):

  _____
  _____
  _____
  _____

- Quoters shall specify the average time for pick-up and delivery of brake components:

  _____ min/hrs

4. PRICING SHEETS

Line	Description	Price
1	Service for Brake Parts and Apparatus	$_____
2	Hourly rate per man Mon-Fri 0800-1700	$_____/hr.
3	Hourly rate per man Weekends	$_____/hr.
4	Hourly rate per man Holidays	$_____/hr.
5	Turning of Drums-Light Duty Vehicles	$_____ea.
6	Turning of Rotors-Light Duty Vehicles	$_____ea.
7	Turning of Drums-Medium Duty Vehicles	$_____ea.
8	Turning of Rotors-Medium Duty Vehicles	$_____ea.
9	Turning of Drums-Heavy Duty Vehicles	$_____ea.
10	Turning of Rotors-Heavy Duty Vehicles	$_____ea.

5. SPECIAL CONDITIONS/INSTRUCTIONS

- The Quoter is required to respond to a request in accordance with the following criteria:

  A. Emergency Requests: will be completed within 24 hours

  B. Urgent Request: will be completed within 72 hours

  C. Routine Request: will be completed within 5 days

  Comply: yes _____ no _____

- Quoter warrants all work performed to be free from defects in workmanship and materials for a period of:

  _____ (specify time period in days)

- Quoter must submit a copy of warranty with quote.

- To insure payment, each invoice shall contain the following information:
  A) Purchase order number
  B) Department name and department contact person
  C) Photocopy of signed delivery receipt

- Below is a listing of vehicles for which these services may be performed.

Model Year	Make	Model	Vehicle Type	Total
1981	Ford	D 808	Hvy Truck	1
1985	International	BUS	Bus	1
1985	OSHK9SH		Airport Crash	1
1986	Chevrolet	CK31003	Airport Truck	1
1988	MACK	Pumper	Fire Truck	1
1989	Ford	F-800	Hvy Truck	1
1990	E-One	CUSTOM	Fire Truck	1
1992	Ford	K84	Fuel Truck	1
1992	Ford	F-350	Pick-up	1
1993	E-One	CUSTOM	Fire Truck	2
1995	Spartan Luvern	Pumper	Fire Truck	1
1994	E-One	CUSTOM	Fire Truck	2
1995	International	Pumper	Fire Truck	2
1996	E-One	Quint	Fire Truck	1
1996	Ford	CONTOUR	Sedan	1
1996	Ford	CLUB WAGON	Pass Van	1

1996	Freightliner	Pumper	Fire Truck	1
1996	Chevrolet	SUBURBAN	SUV	1
1996	PIERCE	LANCE SERIES	Fire Truck	1
1996	Chevrolet	3500HD	Air Unit	1
1997	PIERCE	AERIAL	Fire Truck	1
1997	Ford	F-150	Pick-up	2
1997	Ford	F-250	Pick-up	1
1998	Chevrolet	Lumina	Sedan	1
1998	Spartan	LTI	Fire Truck	2
1999	Ford	F-250	Pick-up	2
1999	Ford	E-350	Rescue	2
2000	Freightliner	Air Unit	Hvy Truck	1
2000	Ford	Expedition	SUV	4
2000	Ford	Ranger	Pick-up	2
2000	Ford	Crown Vic	Sedan	1
2000	Ford	F-150	Pick-up	1
2000	Ford	E-350	Rescue	3
2000	Freightliner	Pumper	Fire Truck	1
2001	Ford	Crown Vic	Sedan	3
2001	Ford	TAURUS	Sedan	1
2001	Ford	F-350	Pick-up	2
2001	Chevrolet	Malibu	Sedan	2
2001	Ford	F-550	Hvy Truck	1
2002	Ford	E-350	Pass Van	1
2002	Spartan	GA40M-2142	Fire Truck	4
2003	Ford	Crown Victoria	Sedan	1
2003	Ford	F-250	Pick-up	1
2003	Chevrolet	Cavalier	Sedan	3
2003	Chevrolet	Malibu	Sedan	1
2004	Spartan	GA41M-2142	GSAR Trk.	1
2005	Ford	F-250	Pick-up	1
2005	Spartan	GA32H-2142	Haz.-Mat Trk.	1
2006	Ford	Excursion	SUV	3
2006	KME	Predator	Fire Truck	2
2007	Ford	Crown Victoria	Sedan	1
1980	**International**		**Road Tractor**	**1**

6. INSURANCE & RISK MANAGEMENT PROVISIONS - N/A