



# Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

## REQUEST FOR QUOTE NUMBER:

**11MH06081K**

WILL BE RECEIVED UNTIL 2:00 p.m. EST.

Wednesday, June 8, 2011

DESCRIPTION: Executive search services for Registration and Elections, Director

Quotes must be submitted electronically using our on-line Vendor Self Service system at [www.fultonvendorelveservice.co.fulton.ga.us](http://www.fultonvendorelveservice.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:

Mark E. Hawks

E-Mail Address :

mark.hawks@fultoncountyga.gov

Telephone Number:

404-612-5812

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.fultonvendorelveservice.co.fulton.ga.us](http://www.fultonvendorelveservice.co.fulton.ga.us) BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)

Date

Title

\*Signature of the person submitting QUOTE:

\*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 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.

**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 SPECIFICATIONS

Quote Number: 11MH06081K

Opening Date: Wednesday, June 8, 2011

**Executive Search Services for Registration and Elections, Director  
Requested by: Registrations and Elections Department**

### 1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide executive search services for the following position: Registration and Elections, Director. A class specification has been attached for your review. A short list of candidates shall be provided to the County Manager's Office within 30 (thirty) days of the Notice to Proceed.

### 2. CONTACT PERSON

Please contact Mark E. Hawks, Assistant Buyer, at (404) 612-5812 or by e-mail mark.hawks@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.fultonvendorservice.co.fulton.ga.us](http://www.fultonvendorservice.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. PRICING SHEETS

Cost shall include a lump sum price that includes all fees associated with performing these services, such as:

1. Professional fees
2. Recruitment/search related expenses including administrative support, communications, courier, reproduction and computer services.
3. Out-of-pocket expenses to include candidate and consultant travel and lodging.
4. Vendors contact information and address should be on the price sheet

### 4. SPECIAL CONDITIONS/INSTRUCTIONS

Review the attached Job description

### 5. INSURANCE & RISK MANAGEMENT PROVISIONS (Not applicable)

# FULTON COUNTY, GEORGIA

## CLASS SPECIFICATION

### CLASS TITLE: Registration and Elections, Director

CLASS CODE:	EEO CODE:	SALARY RANGE:	FLSA STATUS:	PHYSICAL PROFILE:	TEST CATEGORY:
<b>909818</b>	<b>A</b>	<b>E81</b>	<b>Exempt</b>	<b>#2</b>	<b>E</b>

**JOB SUMMARY:** Incumbent in this class performs duties related to directing the overall activities of the Department of Registration and Elections. Responsibilities include overseeing elections administration, voter registration, absentee balloting, voter education and outreach, and support services and establishing the department's mission, vision, goals, and objectives.

**DISTINGUISHING CHARACTERISTICS:** This is a stand-alone classification that serves with delegated authority to direct resources to ensure free and accessible voter registration and elections and to conduct elections honestly, efficiently, and uniformly. Incumbent in this class serves as a legislated elector of Fulton County and must therefore reside and be a registered voter within Fulton County.

**ESSENTIAL DUTIES:** (This list is a representative sample; position assignments may vary.)

- Directs overall functions and activities of the Department of Registration and Elections, including elections administration, absentee balloting, voter registration, voter education and outreach, and support services.
- Manages assigned staff, including establishing workloads; prioritizing work assignments; evaluating employee performance; developing, interpreting, and enforcing policies and procedures; resolving staff issues; making hiring or termination decisions/recommendations; and administering disciplinary action as required.
- Oversees departmental planning, budgeting, staffing, and the accomplishment of established goals and objectives.
- Serves as Supervisor of Elections and Chief Administrative Officer for the Fulton County Board of Registration and Elections, including ensuring implementation of Board policies, scheduling meetings, and preparing agendas.
- Advises the Registration and Elections Board regarding policies and the status of operations of the Registration and Elections Department.
- Administers the departmental budget with input from the Registration and Elections Board and monitors expenditures.
- Oversees election district boundaries to maintain voting and political districts and administers the selection of polling places.
- Directs voter registration programs, including overseeing maintenance of accurate master lists of registered voters and the processing and mailing of absentee ballots.
- Directs the conduct of elections, including voter education and outreach programs and the recruitment and training of poll workers.
- Administers the preservation, storage, maintenance, preparation, and testing of various types of election equipment.
- Receives and validates candidates for elective office.
- Compiles data and prepares news releases and various reports.
- Reviews and recommends legislation related to elections.

# FULTON COUNTY, GEORGIA

## CLASS SPECIFICATION

### CLASS TITLE: Registration and Elections, Director

#### **KNOWLEDGE:** (position requirements at entry):

Knowledge of:

- Principles and practices of business and/or public administration;
- Principles and practices of management and supervision;
- Principles and practices of budget development and administration;
- Principles and practices of customer service;
- Basic County government operations;
- Laws, rules, and regulations related to voter registration and elections;
- Basic voter registration education/outreach activities;
- Information technology related to voting equipment/systems;
- Principles and practices of accounting;
- Personal computers and related software.

#### **SKILLS:** (position requirements at entry):

Skills in:

- Managing and supervising staff;
- Organizing and prioritizing work;
- Developing and managing budgets;
- Resolving problems and making decisions;
- Providing effective customer service;
- Preparing and presenting oral and written communications/reports;
- Conducting effective presentations;
- Managing multiple projects simultaneously;
- Developing, implementing, interpreting, and enforcing goals, objectives, policies, and procedures;
- Interpreting complex laws and regulations;
- Learning elections and voter registration management processes;
- Operating personal computers, including spreadsheet, database, word processing, presentation, and other related software;
- Establishing and maintaining effective working relationships with other County personnel, officials, and the general public;
- Communication and interpersonal techniques as applied to interaction with coworkers, supervisor, the general public, etc., sufficient to exchange or convey information and to receive work direction.

#### **EXPERIENCE AND TRAINING:** (position requirements at entry):

Completion of course work equivalent to the academic requirements of a Bachelor's degree in business or public administration, or a related field; and seven (7) years progressively responsible management experience in government administration, business administration, or a legal field involving the interpretation of governmental laws, rules, and statutes (*experience in elections and voter registration management is preferred*), including three (3) years supervisory experience.

# FULTON COUNTY, GEORGIA

## CLASS SPECIFICATION

### CLASS TITLE: Registration and Elections, Director

#### LICENSING REQUIREMENTS: (position requirements at entry):

- Valid State of Georgia Driver's License or proof of mobility equivalent may be requested;
- Residency within the geographic boundaries of Fulton County (*proof of residency to be provided upon request*);
- Certification as a registered voter of Fulton County (*proof of registration to be provided upon request*);
- Sworn affirmation to faithfully uphold the duties of the appointed office.

#### PHYSICAL REQUIREMENTS:

Positions in this class typically require sitting, standing, mobility, fingering, talking, hearing, and seeing.

Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull, or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

#### Physical Profile:

This is a Category #2 Physical Profile class and position. All applicants for initial entry by outside hiring into a permanent Fulton County position in this category shall be required to conform to **Part II** of the physical profile standards and criteria as approved and established by Personnel Board resolution dated November 1, 1988.

**Classification History:** Revised by Fulton County Personnel 11/19/08.