



Department of Purchasing & Contract Compliance

Cecil S. Moore, Director

REQUEST FOR QUOTE NUMBER:		11RFQ77520A-CJC
WILL BE RECEIVED UNTIL		Thursday, March 17, 2011 at 2:00 PM EST
DESCRIPTION: Commercial Mid-Mount Zero Turn Lawnmower/Parks & Recreation		
<p>Quotes must be submitted electronically using our on-line Vendor Self Service system at www.fultonvendoreselfservice.co.fulton.ga.us. You must be a registered vendor in order to respond to quotes.</p>		
<p>ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED <u>ONLY</u> 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.</p>		
CONTACT NAME: Charlie J. Crockett	E-Mail Address : charlie.crockett@fultoncountyga.gov	Telephone Number: 404-612-5807
<p>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.</p>		
Company Name:		
Company Address:		
City	State	Zip Code
Telephone Number:	Fax Number:	E-Mail Address:
<p>RESPONSES MUST BE SUBMITTED ON-LINE AT www.fultonvendoreselfservice.co.fulton.ga.us BY THE TIME AND DATE INDICATED.</p>		
Person submitting QUOTE: (Please Print)		Date
Title		
*Signature of the person submitting QUOTE:		
<p>*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.</p>		

**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 Office 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 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.
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 SPECIFICATIONS
Quote Number: 11RFQ77520A-CJC
Opening Date: Thursday, March 17, 2011, 2:00 PM EST

Commercial Mid-Mount Zero Turn Lawnmower
Parks & Recreation Department

1. DESCRIPTION

Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Lawnmowers to the Fulton County Parks & Recreation Department from date of award and continuing until services have been completed.

2. CONTACT PERSON

Please contact Charlie J. Crockett at 404-612-5807 or by e-mail charlie.crockett@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 Quoters 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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

COMMERCIAL MID-MOUNT ZERO TURN LAWNMOWER

GRASSHOPPER 325D OR EQUIVALENT

1. ENGINE:

- A. 25 HORSEPOWER 3 CYLINDER KUBOTA MAXTORQUE™ DIESEL
- B. 54.9 CUBIC INCH (900cc)
- C. LIQUID COOLED
- D. HORIZONTAL SHAFT
- E. PRESSURED LUBRICATION/FILTER SYSTEM
- F. AIR CLEANER TO BE REMOTE MOUNTED, WITH REPLACEABLE ELEMENT
- G. MUFFLER TO BE SINGLE, ULTRA QUIET INDUSTRIAL TYPE

2. TRANSMISSION & STEERING:

- A. INDIVIDUAL HYDROSTATIC VARIABLE DISPLACEMENT PISTON TYPE PUMPS

- B. PUMPS TO BE MATCHED INDIVIDUALLY TO DRIVE WHEEL MOTORS
 - C. FILTRATION TO BE 7 MICRON ABSOLUTE SPIN ON TYPE
 - D. SPEED TO BE VARIABLE FROM 0-10 MPH FORWARD AND 0-6 MPH IN REVERSE
 - E. STEERING TO BE ONE OR TWO HAND OPERATION WITH ADJUSTABLE DUAL LEVERS THAT AUTOMATICALLY RETURN TO NEUTRAL FROM EITHER FORWARD OR REVERSE POSITION
 - F. TURNING RADIUS TO BE COMPLETE ZERO TURN WITHIN ITS OWN LENGTH
3. BRAKES:
- A. BRAKING UTILIZED THROUGH THE NEUTRAL POSITION OF TRANSMISSION
 - B. PARKING BRAKES TO CONSIST OF ONE DISC BRAKE FOR EACH DRIVE WHEEL
4. DIMENSIONS:
- A. OVERALL WIDTH 62.5"
 - B. OVERALL HEIGHT (ROPS) 69.5"
 - C. WEIGHT 1360 LBS
 - D. DRIVE WHEELS 24 X 12.00 X 12 TURF TYPE TREAD
 - E. FRONT WHEELS 13 X 6.50 X 6 RIB TREAD
 - F. FUEL CAPACITY 10 GALLONS
5. MOWING DECK:
- A. DECK TO BE THE SIDE DISCHARGE TYPE
 - B. DECK CUTTING WIDTH TO BE 61"
 - C. DECK TO BE OUTFITTED WITH OPTIONAL MULCHING KIT AND BLADES
 - D. DOUBLE LAYERED 10 GAUGE PLUS 7 GAUGE HARDENED STEEL FORMED LAMINATE SPINDLE PLANE
 - E. DECK SKIRT TO BE 5.5" 7 GAUGE HARDENED STEEL
 - F. CUTTING WIDTH TO BE ACHIEVED WITH 3 BLADES
 - G. SPINDLES HOUSINGS TO BE 8" WITH 6 BOLT PATTERN AND DOUBLE BEARINGS GREASABLE FROM TOP OF DECK
 - H. SPINDLE HEAD TO BE DESIGNED TO ELIMINATE FIBER WRAP
 - I. SPINDLE CONE SHIELDS HOUSING AND LOWER BEARINGS FROM GRASS WRAP AND DIRT INGESTION
 - J. DECK TO HAVE ANVIL EDGED 1/2" FORMED STEEL LEADING EDGE
 - K. BLADE DRIVEN BY SINGLE KEVLAR V-BELT AND IDLER ARM TENSIONING
 - L. DECK DRIVEN BY SINGLE KEVLAR V-BELT
 - M. IDLERS TO BE STEEL AND SPRING TENSIONED
 - N. CUTTING HEIGHT TO BE ADJUSTABLE FROM 1-5" IN 1/4" INCREMENTS
6. OPERATOR STATION:
- A. SEAT TO BE THE STANDARD HIGH BACK, VARIABLE DENSITY FOAM PADDED, CORDURA-COVERED WITH PADDED ARM/BACK REST, WITH LUMBAR SUPPORT AND COIL SPRING SUSPENSION
 - B. WARNING LIGHTS TO INCLUDE PARKING BRAKE, OIL, ALTERNATOR, AND TEMPERATURE
 - C. GAUGES TO INCLUDE TEMPERATURE, VOLTS AND HOUR METER
 - D. PTO SWITCH TO BE PUSH/PULL TYPE MOUNTED CONVENIENTLY FOR SAFETY
 - E. DECK ADJUSTMENT TO BE OBTAINED WITH SPRING ASSISTED FOOT PEDAL CONTROL
7. ELECTRICAL SYSTEM:
- A. ELECTRICAL SYSTEM TO BE 12 VOLT NEGATIVE GROUND
 - B. ALTERNATOR TO BE 40 AMP
 - C. STARTER TO BE HEAVY DUTY WITH SOLENOID SHIFT ENGAGEMENT
 - D. INTERLOCK SYSTEM TO PREVENT ENGINE START WITH PTO ENGAGED OR STEERING LEVERS IN DRIVE POSITION
 - E. INTERLOCK SYSTEM ALSO WOULD ALLOW OPERATOR TO DISMOUNT WITHOUT SHUTTING DOWN ENGINE WITH PTO DISENGAGED AND STEERING LEVERS IN NEUTRAL POSITION
 - F. ELECTRICAL SYSTEM TO ALSO INCLUDE QUICK HEAT GLOW PLUG FOR DIESEL ENGINE
8. WARRANTY:

- A. 2 YEAR LIMITED ON ENTIRE UNIT
 - B. 3 YEAR INTERNAL ENGINE PARTS
 - C. DEALER TO PROVIDE PICK UP AND DELIVERY FOR ANY WARRANTY WORK
 - D. DEALER TO PROVIDE A COMPARIBLE "LOANER" IF WARRANTY WORK
REQUIRES MACHINE TO BE KEPT MORE THAN 3 BUSINESS DAYS
9. PARTS AND SERVICE MANUAL TO BE SUPPLIED FOR SPECIFIED PIECE OF EQUIPMENT

Failure to respond to all requirements of this quote will result in the rejection of this quote. Fulton County reserves the right to accept or reject any and all quotes and to waive any technicalities.

4. PRICING SHEET

QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
<u>2</u>	<u>EA</u>	<u>\$</u>	<u>\$</u>

In the event of price change during calendar year, such an increase must be properly documented by the vendor, and a thirty (30) day notice must be given before new prices become effective. Fulton County Parks and Recreation Department reserves the right to accept the price increase as submitted or cancel the service contract in whole or in part prior to the effective date of the price increase.

5. SPECIAL CONDITIONS/INSTRUCTIONS

INVOICE POLICY

Invoices should be sent to the address below to expedite payment of invoices.

Fulton County Parks & Recreation Department
 Attn: Yolanda Ward
 5565 Stonewall Tell Road
 College Park, GA 30349

Invoices submitted against the contract must include the purchase order number, department name and contact person for whom order was delivered, date of delivery and photocopy of

signed delivery receipt, item number(s) and item description(s), and net prices. Invoices must be submitted in a timely manner.

Invoices will be returned when one of the following conditions exists:

- A. Invoice does not contain all the required information.
- B. Price on the invoice does not correspond to the quote price.

Fulton County will consider the following criteria, where applicable, in determining the most responsible vendor for contract award:

- A. Item unit pricing.
- B. Product specifications Brand requirements.
- C. Ability of the vendor to meet the delivery schedule.
- D. Any other criteria which will materially affect the critical need of receiving products as/when needed.
- E. Compliance with Fulton County guidelines.
- F. Compliance with all other terms and conditions required in this specification.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

N/A