



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 13RD89810B

PROJECT TITLE: Unabridged Audiobooks (CD)

DUE DATE: 9/20/2013

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

LAST DAY FOR QUESTIONS: 9/18/2013

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON LISTED BELOW. ANY REQUEST SHALL ONLY BE SUBMITTED IN WRITING (FAX OR EMAIL). ALL RESPONSES TO WRITTEN REQUEST(S) WILL BE DISTRIBUTED AS ADDENDA TO THIS E-QUOTE AND POSTED ON THE FULTON COUNTY WEBSITE AT www.fultoncountyga.gov.

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER 9/20/2013AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendoreselfservice.co.fulton.ga.us. BY THE DATE AND TIME INDICATED. You must be a registered vendor in order to respond to E-QUOTES.

ANY QUESTIONS REGARDING PURCHASING PROCEDURES OR THE SPECIFICATIONS SHOULD BE ADDRESSED ONLY TO THE PURCHASING CONTACT PERSON LISTED BELOW VIA EMAIL ONLY. NO PHONE CALLS WILL BE ACCEPTED. 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:
Rodney E. Dority

E-MAIL ADDRESS:
rodney.dority@fultoncountyga.gov

FAX NUMBER:
(404) 893-1734

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.

REQUEST FOR QUOTE
GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Request for Quote ("E-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 e-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 E-Quote shall prevail over any conflicting provision within any standard form contract of the vendor.**
2. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://fultonvendorselfservice.co.fulton.ga.us/webapp/VSSPROD/Advantage>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
3. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
4. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
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 E-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. **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.
10. **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.
11. **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

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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.

12. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
13. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **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.

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22. **BINDING AUTHORITY.** 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 E-QUOTE SPECIFICATIONS

Unabridged Audiobooks (CD) Atlanta-Fulton Public Library

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide Unabridged Audiobooks (CD) for the Atlanta-Fulton Public Library. The award will be to a single vendor the entire collections of titles. The respondent that provides the greatest number of the requested titles at the overall lowest price is the most responsive vendor. The Titles must be available before November 1, 2013.

2. CONTACT PERSON

Please contact Rodney E. Dority, Procurement Officer by e-mail rodney.dority@fultoncountyga.gov or Fax (404) 893-1734 only, with any procedural or technical questions. All questions should be submitted in writing to the Purchasing contact person via email only. No phone calls will be accepted. Any responses made by the County will be provided in writing to all Bidders by addendum. No verbal responses shall be authoritative.

3. TERM OF AGREEMENT

This is a one-time procurement

4. PRODUCT/SERVICE SPECIFICATIONS Unabridged Audiobooks (CD)

- For each title listed, respondents must indicate its availability by entering Yes or No in the availability column. Only a Yes response indicates title availability. Shipping and handling charges must be included in the quoted price.
- Vendor must be able to deliver the items within 30 days of receipt of order. Delivery time will be considered as a factor in award.
- Vendor must provide list of titles, the cost and the quantity of titles shipped when invoicing.
- Shipment must include a packing slip listing titles and the number of copies
- All deliveries are to the inside designated loading dock area of the central Library located at:

Atlanta-Fulton Public Library
One Margaret Mitchell Square
Atlanta, GA 30303
ATTN: Collection Development

5. PRICING SHEETS

Item No.	Title	ISBN	QTY	Availability (Enter Yes or No)
1	A MAN WITHOUT BREATH	9781470360511	1	
2	A WEEK OF WINTER	9780307713643	1	
3	AFTER THE RAIN	9781470339463	3	
4	BABYLON RITE	9781470326388	1	
5	BARBAROUS YEARS	9781470352073	1	
6	BARE IT ALL	9781464046841	2	
7	BEAR SAYS THANK	9781470329181	1	
8	BEGINNING	9781470334666	1	
9	BIANCA: THE SILK MERCHANT DAUGHTER	9781470300166	1	
10	BITTER EARTH, THE	9781402560965	1	
11	BLACK FRIDAYS	9781470327613	1	
12	BLACK HOUSE	9781470334246	2	
13	BLOOD PRIDE	9781470342753	1	
14	BLUE LIGHT	9781470332310	4	
15	BOMBING	9781470317164	1	
16	BRAIN ADVANTAGE	9781470362683	1	
17	BREAKING POINT	9781470328184	1	
18	BUZZARD TABLE	9781470329433	1	
19	CAPITAL	9781464047220	1	
20	CHILD OF GRACE	9781470361495	1	
21	CITY OF FORTUNE: HOW VENICE RULED THE SEAS	9781461842729	1	
22	CONVERSATIONS WITH THE MAN	9781470332334	1	
23	COOKED SEED	9781436186292	1	
24	CRIMSON CROWN	9781464049156	1	
25	CROWN OF EMBERS	9781464049309	1	
26	CUSTOM OF THE ARMY: THE OUTLANDER NOVELLA	9781470321109	1	
27	DANGEROUS INHERITANCE	9781464020414	1	
28	DEVILS	9781470330330	1	
29	DON'T LET MY MOMA READ THIS	9781436135139	1	
30	ELEVENTH COMMANDMENT	9781470302313	1	
31	EMPEROR'S SOUL	9781470329099	1	
32	EX-WIFE	9781470300289	5	
33	FALL OF THE HOUSE OF DIXIE	9781464045899	2	
34	FEMINIST & THE COWBOY	9781470342753	1	
35	FISHER KING	9781470340353	1	
36	FOX TRACK	9781464020308	2	
37	FREE MARKETING:101 LOW AND NO-COST	9781464026560	1	
38	GANGSTA DIVAS	9781470302467	5	

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39	GANSTER AND A GENTLEMAN	9781461838692	1	
40	GARDEN OF EVENING MISTS	9781470338046	1	
41	GARMENT OF SHADOW	9781470321369	1	
42	GIVING QUILT	9781470302290	1	
43	GO FRENCH	9781456122287	1	
44	GO SPANISH	9781456122195	1	
45	GOCHINESE (MANDARIN)	9781456122102	1	
46	GOING SOCIAL	9781470346775	2	
47	GOLDBERG VARIATIONS	9781470334123	4	
48	GRASS ROOTS	9781464037863	1	
49	GREAT UNEXPECTED	9781470320058	1	
50	GUARDIAN	9781470341213	1	
51	GUARDIAN	9781470341213	1	
52	HALF OF A YELLOW SUN	9781436172097	1	
53	HELP! I'M STUCK IN A GIANT NOSTRIL!	9781470361938	1	
54	HIGH SEAS, HIGH STAKES: NAVAL BATTLE	9781428185654	1	
55	HIT ME	9781449832650	1	
56	HIT TIME	9781402538223	1	
57	HOLY MAYHEM	9781461838203	2	
58	HORRIBLE HARRY AND THE STOLEN COOKIE	9781470361952	1	
59	HOUND OF ROWAN	9781436186865	1	
60	HOW MUSIC WORKS	9781470330712	2	
61	HUMAN ANATOMY	9781436105415	1	
62	ICECUTTER'S DAUGHTER	9781470341282	1	
63	IN BETWEEN THE SHEETS	9781449807504	2	
64	IN MY FATHER'S HOUSE	9781470332358	2	
65	IN SEARCH OF BLACK AMERICA	9781449806538	1	
66	IN THE SHADOW OF THE BANYAN	9781470321659	1	
67	ISLAND OF SILENCE	9781470329778	1	
68	IVY AND BEAN MAKE THE RULES	9781470320621	2	
69	KING YEARS	9781470334277	3	
70	KING YEARS	9781470334277	1	
71	KNIGHT IN SHINING ARMOR	9781470344887	1	
72	LEOTA'S GARDEN	9781470320102	1	
73	LIBERTY'S EXILES	9781464045998	1	
74	LONDONERS	9781470344405	1	
75	LONG VALLEY	9781470319793	1	
76	LOVE IS A CONOE	9781470341237	1	
77	LOVE ON THE RUN	9781464042188	5	
78	LUTHER	9781470343941	2	
79	MAN WITHOUT BREATH	9781470360511	1	
80	MERYL STREEP MOVIE CLUB	9781470324278	1	

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81	MIDNIGHT AT AMARBLE ARCH	9781470348311	2	
82	MISS JULIA STIRS UP TROUBLE	9781470327408	1	
83	MR. DOCKER OFF HIS ROCKER	9781470342326	2	
84	MRS. LINCOLN'S DRESSMAKER	9781470327583	1	
85	MRS. LINCOLN'S DRESSMAKER	9781470327583	2	
86	MS. LAGRANGE IS STRANGE	9781449864194	2	
87	MY SOUL TO TAKE	9781464023361	4	
88	MYSTIC CITY	9781470319885	1	
89	NERDS 4: THE VILLAIN VIRUS	9781470326104	1	
90	NERVES OF STEEL	9781464030079	1	
91	NETWORKING FOR PEOLPLE	9781470346812	1	
92	NEW YORK DEAD	9781464037894	1	
93	NORMAL BAR	9781470333096	1	
94	OBLIVION	9781470357832	1	
95	OLEANDER GIRL	9781470334420	1	
96	ONE WINTER NIGHT	9781470302528	2	
97	ORCHARD KEEPER	9781470301804	1	
98	OTIS AND THE PUPPY	9781470350888	1	
99	PARTICLE AT THE END	9781470342739	1	
100	PERFECT TIMING	9781470348113	1	
101	PLAINSONG	9780788742026	1	
102	PLAYING HARD TO GET	9781461838845	3	
103	PRICE OF POLITICS	9781470324537	2	
104	PROOF OF HEAVEN	9781470334062	1	
105	QUILTER'S HOLIDAY	9781470320645	1	
106	RAVEN BOYS	9780545465939	1	
107	REAL WIFEYS HUSTLE HARD	9781470351007	5	
108	RECKLESS	9780307583260	1	
109	RED VELVET CUPCAKE MURDER	9781470328436	1	
110	REVENGE AT BELLA TERRA	9781461848462	1	
111	ROUND HOUSE	9781470302139	3	
112	RUN THE RISK	9781464046872	1	
113	RUNNING DREAM	9780307747983	1	
114	SAN MIGUEL	9781470302054	2	
115	SCANDALOUS	9781470340360	6	
116	SECRET OF THE FORTUNE WOOKIEE	9781464046056	1	
117	SECRET SHE KEPT	9781470300531	2	
118	SECRETS NEVER TOLD	9781402568237	1	
119	SEE NOW THEN	9781427226495	1	
120	SERPENT'S TOOTH	9781470351045	1	
121	SERVICE FAILURE	9781470346836	1	
122	SEXY LITTLE LIAR	9781461838821	2	
123	SHADOW'S CLAIM	9781470319564	1	

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124	SHARP OBJECTS	9781415933091	1	
125	SHATTERED	9781470300319	5	
126	SHODWOE PREY	9781464042225	1	
127	SHUTTERED	9781470300319	1	
128	SILVER LOTUS	9781470301842	1	
129	SKYLAR	9781461844761	1	
130	SMART THINKING	9781470362690	1	
131	SNEAKY PIE FOR PRESIDENT	9781464020377	1	
132	SOLDIER, A SOLDIER CHILDHOOD	9781449805890	1	
133	SOPHIA'S WAR	9781470320423	1	
134	SOUND OF BROKEN GLASS	9781470339548	2	
135	SPACE BETWEEN US	9781464022951	1	
136	SPLENDORS AND GLOOMS	9781449835729	1	
137	ST. ZITA SOCIETY	9781470332686	1	
138	SUCCESS EQUATION	9781470346720	1	
139	SUPERVOLCANO	9781461807681	1	
140	SWEET TEA REVENGE	9781461841746	1	
141	TEAMS OF RIVALS	9781419364617	1	
142	TESTAMENT OF MARY	9781470324506	1	
143	TEXAS WILD	9781470304171	3	
144	TO HONOR AND TRUST	9781470342371	1	
145	TOOTHIANA: QUEEN OF THE TOOTH FAIRY ARMIES	9781470329785	1	
146	TRAINS AND LOVERS	9781470340902	1	
147	TRAVEL WITH EPICURUS	9781470339487	1	
148	TREASURY OF GREEK MYTHOLOGY	9781464041518	1	
149	TRUST YOUR EYES	9781470304058	1	
150	TUESDAY'S GONE	9781470327224	1	
151	TURN RIGHT AT MACHU PICCHU	9781464036491	1	
152	TWO GRAVES	9781611134223	1	
153	UNDEAD AND UNDERWATER	9781470326654	1	
154	UNDERSTANDING THE NANOTECHNOLOGY	9781456117146	1	
155	UNGIFTED	9781470326067	1	
156	UNUSUAL USES FOR OLIVE OIL	9781470342906	1	
157	WET AND WILD!	9781461818489	1	
158	WHAT HE'S BEEN MISSING	9781470303945	5	
159	WIDOW'S TEARS	9781470351373	2	
160	WITCH OF BABYLON	9781461802341	1	
161	WOMAN WHO DIED ALO	9781464045967	1	
162	WRATH OF ANGELS	9781470329402	3	

Unabridged Audiobooks (CD) Total: 234 Total Price: \$ _____

6. SPECIAL CONDITIONS/INSTRUCTIONS

- *Vendor must provide list of titles, the cost and the quantity of titles shipped when invoicing.*
- *Must be retail editions*
- *For each title listed, respondents must indicate its availability by entering Yes or No in the Availability column. Only yes responses appropriate to indicate title availability. Vendors' yes response indicates total requested quantities are available. Partial quantity not acceptable.*
- *Shipping and handling charges must be included in the quoted price. The price must include the cost total requested quantity (not the per item price).*
- *Vendor must be able to deliver the items within 30 days of receipt of order. Delivery time will be considered as a factor in award.*
- *Shipment must include a packing slip listing titles and the number of copies.*
- *All deliveries are to the inside designated loading area of the Central Library located at:*

*Atlanta-Fulton Public Library
One Margaret Mitchell Square
Atlanta, GA 30303
ATTN: Collection Development*

7. INSURANCE & RISK MANAGEMENT PROVISIONS

[Insurance only applies to service bids, do not insert in goods and commodity only quotes].