

REQUEST FOR QUOTE SPECIFICATIONS

Quote Number: 09CT69270A

Opening Date: 08/06/2009 @ 2:00pm EST.

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 www.fultonvendorselfservice.co.fulton.ga.us.. 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. **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

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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.

9. **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.
10. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
11. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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

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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.

- 18. **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.

- 19. **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.

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Website Design and Implementation Services Department of Arts & Culture

1. DESCRIPTION

The Fulton County Department Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Website Design and Implementation Services for the Department of Arts & Culture. We expect to launch the redesigned website in fall 2009. The agency plans to divide process into two phases: **Phase I:** website planning and conceptual design; **Phase II:** implementation, loading and testing of the completed website. Phase I and Phase II will require a seamless transition due to time constraints and the successful quoter must be comfortable with all aspects of designing and implementing a complex website.

The website will hosts a broad spectrum of information ranging agency services and functions to interactive pages requiring end-users to key and send information to the agency through online forms.

The successful quoter will work with the agency's staff towards conceptualization and will be required to attend up to five (5) development/presentation meetings.

2. CONTACT PERSON

Please contact Carolyn Towns at (404) 612-4208 or by e-mail carolyn.towns@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.fultonvendoreselfservice.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

The initial project is the planning and development of the conceptual design for Fulton County Arts Council's (Phase I). Several concepts will be developed by the consultant in concert with the project manager and a development team representing all divisions of the Fulton County Department

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of Arts and Culture. Phase I will include: development of three to four separate design concepts; the further development of two of the concepts for presentation to project manager and Deputy Director; and, upon approval of a single concept, final development, and the development of several template pages to accommodate a variety of information.

The website has to accommodate a broad spectrum of information , ranging from informational data on agency services and functions, to interactive pages requiring the end-user to provide and send information to the Fulton County Arts Council. We are looking for fall website launch date.

The consultant will work with one Fulton County Arts Council project manager when developing the concepts and will be required to attend up to five (5) development/presentation meetings with Fulton County Department of Arts and Culture staff.

The implementation and testing portion (Phase II) of the project will occur after the acceptance by the Fulton County Arts Council of one conceptual design.

The selected quoter will be required to manage and complete all phases of the project within 90 days of contract award date. The selected quoter is required to provide 60 days of training to staff to begin after website's live date (successful initial launch date).

Phase I

The agency's objective for Phase I is to provide immediate improvement to the design, content and structure of the agency's current website to include but not be limited to the following conditions:

- Restructure the website for ease of use, clarity and intuitive navigation by both staff and clients
- Relevant, timely content
- Expanded departmental web pages
- Search capabilities / Site map
- Search Engine enhancement
- Public Information
- Content management allowing department staff to easily add pages and ideally new sections to the website.
- Assist the agency in transitioning to the new website including staff training and guidelines for selected Content Management System.

Phase II

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The objective of Phase II is to provide a new 'look and feel' of the website and to significantly increase functionality to include but not be limited to the following features:

- Redesign the web site graphics, colors, and layout of web pages, applying revised color scheme, artwork and graphic elements to the website.
- External Functionality will include:
 - o Apply standard e-government functionality to provide timely information and services with citizens, businesses, and other arms of government.
 - o The ability for staff to add online submission forms and content (with or without payment/e-commerce option) to the website without assistance from vendor.
 - o Web applications to support the creation of an online database.
 - o Integrate Fulton County software, databases and online forms, when necessary, to provide timely information and services with citizens, businesses, and other departments of Fulton County Government.
 - o eNewsletter or subscription function that allows website visitors to sign up for one or more alerts or newsletters created by the agency must be able to create additional newsletter/alert options on its own after website is developed.
 - o Creation of an FAQ menu, organized by department, where staff can easily add questions and answers.
 - o Comprehensive web statistics program or tracking program.
 - o Live calendar combining all departmental event submissions.
 - o Content migration from current site.
 - o Creation of a searchable document archives.
 - o Password protected content management system (CMS), allowing for authorized updates of content in designated areas of the website.
 - o Ability to stream video/audio for demand-access review by users of the website.
 - o Creation of a staff directory.
 - o Full integration of current software and other databases. Includes:

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Active Network™ software.

- o Database driven photo gallery.
- o Creation of an E-commerce system.

III. TECHNICAL INFORMATION:

The hosting entity selected will already have addressed the platform, server, software issues, meaning that if for instance you go with a MS.net platform you would make sure that the host facilitate MS SQL database and ASPX server pages, have significant bandwidth, storage, etc.

The web developer would develop website to run on agency's platform of choice to be hosted by a hosting entity that best meet agency site needs.

RESPONSIBILITIES

- Vendor is responsible for high quality website design and implementation working collaboratively with agency staff in a team environment to accomplish objectives according to established timelines
- Successful quoter must provide high quality conceptual development and client training capabilities
- Successful quoter must provide high level of commitment in assisting agency with the conceptualization, implementation, testing and execution of the website project with select staff devoted to the project's high quality implementation and timely completion
- Successful quoter must attend up to five (5) development/presentation meetings with the agency
- Successful quoter must assist the agency with transitioning to the new website to include staff training, providing detailed technical guidelines documentation outlining the Content Management System implemented

4. PRICING SHEETS

	ITEM	COSTS
1	Phase I Services	\$
2	Phase II Services	\$
3	Training	\$

General Requirements:

The quoter shall list any variations from or exceptions to the conditions and specifications of this quote in the comment section of the "Commodity Response" page when entering his/her quoted price.

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5. SPECIAL INSTRUCTIONS

Quoter must submit a minimum of 3 work samples similar in scope to the requested services/product no later than **08/06/2009**. Work samples must be submitted to the Carolyn Towns, Department of Purchasing & Contract Compliance, 130 Peachtree St. S.W., Suite 1168, Atlanta, GA 30303.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

Not Applicable