FULTON COUNTY

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

REQUEST FOR QUOTE NUMBER: **07CT57938YB**
WILL BE RECEIVED UNTIL **09/19/07 at 2:00 p.m. EST.**

DESCRIPTION: **Mailing Services**

(Sheriff's Department) ***(This quote is accessible through Fulton County website.)***

Return to:

FAX QUOTES ARE ACCEPTABLE	*	Fulton County Purchasing Department
		Public Safety Building, Suite 1168
Direct Fx# (404) 893-1727		130 Peachtree Street, S.W.
(404) 893-6587 OR		Atlanta, Georgia 30303
(404) 893-6588		(404) 730-5800

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:
Carolyn Towns	Carolyn.Towns@fultoncountyga.gov.	(404) 730 4208

All information requested on this sheet must be completed. The signature block and related information on each quote sheet must also 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:

City **State** **Zip Code**

Telephone Number: **Fax Number:** **E-Mail Address:**

RESPONSES MUST BE DELIVERED TO THE PURCHASING OFFICE BY THE DATE INDICATED.

Person submitting QUOTE: (Please Print) **Date**

Title

***Signature of the person submitting QUOTE:**

*This person has binding authority to sign contracts on behalf of the responding company. By signing this form and all attachments, 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.

NO BID: ☐ **REASON: -**

REQUEST FOR QUOTE
Quote Number:
Opening Date:

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
Quote Number:
Opening Date:

Mailing Services
Sheriff's Department

1. DESCRIPTION

The Fulton County Purchasing Department is soliciting quotes from qualified vendors to provide Mailing Services for the Sheriff's Department from the date of award through Dec 2007. Service is to mail various information concerning the Sheriff's Department

2. CONTACT PERSON:

Please contact Carolyn Towns at (404) 730-4208 or by e-mail **Carolyn.Towns@fultoncounty.ga.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 on line and in real time on this website.

3. PRODUCT/SERVICE SPECIFICATIONS

1. Print, process and mail approximately 725,000 brochures. 11.5 X 17, 4 color, double-sided, folded down to 5.5 X 8.5 on 80# gloss stock utilizing standard mail; to be sent in 4 mailings approximately every three months.

2. Pick up proofs from the Sheriff's Office, 185 Central Avenue S.W., 9th Floor, Justice Center Tower, Atlanta, Georgia 30303.

3. Folding and mailing in Zip + 4 orders. All items will be provided in Zip + 4 orders.

4. All items must be mailed using the Sheriff's Office Permit Account.

7. Provide service to spray bar codes, with NCOA addresses, onto mail pieces.

8. All supplies, letter envelopes, and printed brochures not needed for mailing will be returned to the Sheriff's Office within thirty (30) days after final mailings.

   Address for pickup from the Sheriff's Office;
   Sheriff's Office
   Fulton County Justice Center
   9th Floor
   185 Central Avenue S.W.
   Atlanta, GA 30303

4. PRICING SHEETS:

_____/_____
(In words) **(In dollar)**

5. SPECIAL CONDITIONS/INSTRUCTIONS

The Successful Vendor Must:

1. Process all items in accordance with the Postal regulations and in compliance with the goal of mailing as many bills as possible at the lowest Postal Rates.

2. Provide automated service in accordance with Postal regulations.

3. Provide original Postal Forms and Transmittal Forms, which match the number of brochures mailed and the amount of postage charged. This will be used to check the number of mailing and authorization of payment. To be provided with each invoice, invoices for number of pieces and postage receipt for number of pieces must balance.

4. Have adequate storage/working space to accept items to be processed for mailing. This includes Information Letters and Envelopes.

5. Notify the Sheriff's Office before mailing out any projects. Provide a monthly electronic statement of envelope usage and existing inventory by Division.

6. Vendor must have the ability to color print a Brochure, fold insert on 80lb. white 11 ½"x17" papers, approximately 500,000 totals. No subcontractors allowed for the process of brochures.

7. All brochures must be mailed within five (5) calendar days after date of pick up.

8. All items needed for the mailing of these brochures must be picked up within one day of notification by the Sheriff's Office.

9. All brochures must be mailed out within five (5) calendar days after date of pick up.

10. The Sheriff's Office must be provided samples of letters generated to proof before the completion of each mailing. Letters must be completed, proofed and mailed within five (5) calendar days of receipt of data file or mail pieces.

11. Will sub-contractors be used? Yes_____No_____.If yes, identifies the division of work clearly in the quote.

12. If there are any delays for any reason in meeting the designated deadlines the vendor is to notify the Sheriff's Office immediately.

13. Agency's location
    Must maintain office in the Atlanta area and hold all requisite licenses approving ability to do business in Atlanta. Comply: Yes_____ No_____

    a. Vendor's experience
    Must have been engaged in mailing service businesses for a minimum of three (3) years.
    Comply: Yes_____ No_____

    b. Vendor to submit at least three (3) references of similar contracts with the response.

6. INSURANCE & RISK MANAGEMENT PROVISIONS

N/A

Exceptions of Specifications or Remarks:

_____
_____
_____
_____
_____