

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE



Cecil Moore, Director



**REQUEST FOR QUOTE NUMBER: 11CR79249C**

WILL BE RECEIVED UNTIL 2:00 P.M. **July 5, 2011**

**DESCRIPTION: Bush Hog Model 406 Rotary Cutters/Public Works**

Quotes must be submitted electronically using our on-line Vendor Self Service system at [www.fultonvendoreselfservice.co.fulton.ga.us](http://www.fultonvendoreselfservice.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: <b>CYNTHIA RICHARDSON</b>	E-Mail Address : cynthia.richardson@fultoncountytga.gov	Telephone Number <b>404-612-6959</b>
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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
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Telephone Number:	Fax Number:	E-Mail Address:
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RESPONSES MUST BE SUBMITTED ON-LINE AT [www.fultonvendoreselfservice@co.fultonga.us](http://www.fultonvendoreselfservice@co.fultonga.us) BY THE TIME AND DATE INDICATED.

Person submitting QUOTE: (Please Print)	Date
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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.

**REQUEST FOR QUOTE SPECIFICATIONS**  
**Quote Number: 11CR79249C**  
**Opening Date: July 5, 2011 AT 2:00 P.M. EST**

**BUSH HOG MODEL 406 ROTARY CUTTERS**  
**PUBLIC WORKS**

**1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide **Bush Hog (Model 406 Rotary Cutters)** for the Fulton County Public Works Department.

**2. CONTACT PERSON**

Please contact Cynthia Richardson, Procurement Officer, at (404) 612-6959 or by e-mail [cynthia.richardson@fultoncountyga.gov](mailto:cynthia.richardson@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.fultonvendorselfservice.co.fulton.ga.us](http://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 online and in real time on this website.

**3. PRODUCT/SERVICE SPECIFICATIONS : Bush Hog Model 406 Rotary Cutters**

It is the intent of these specifications to describe the minimum requirements for this model year, 2011 six (6) foot rotary cutter. This unit including all necessary equipment shall be comparable with the minimum requirements mentioned in this specification. This unit, including all necessary equipment shall be complete and ready for use. This rotary cutter shall be the standard product of one (1) manufacturer.

This six (6) foot rotary cutter shall have a fabricated ¼ inch thick deck along with ¼ inch thick sidebands.

This rotary cutter shall have fabricated three (3) inch x 1 ½ inch x ¼ inch channel strong backs.

This rotary cutter shall have a heavy duty "A" frame and tail wheel bracket.

The heavy duty blade pan shall be of the extra heavy duty type, along with extra heavy duty rotary cutting blades.

This rotary cutter shall have powder coat paint, and the color shall be red.

The model of this rotary cutter shall be of the Bush Hog Tough 406 Series Rotary Cutter.

“NO EXCEPTIONS”

The cutting width of this rotary cutter shall be six (6) feet.

The cutting capacity shall be up to four (4) inches in diameter.

The cutting height shall range from two (2) inches to twelve (12) inches.

The dimensions (width x length) for this rotary cutter shall be 93 ½ x 138 inches.

The hitch type for this rotary cutter shall be of the three (3) point lift cat II, III, and quick hitch or pull with standard safety tow chain.

This rotary cutter shall have a deck thickness of ¼ inch.

The sidebands for this rotary cutter shall be ¼” x 8 inches.

The driveshaft for this rotary cutter shall be of the ASAE Category 5 type.

The gearbox for this rotary cutter shall be of the 540 RPM Type

This rotary cutter shall have a PTO Speed of 540 RPM

The driveline protection for this rotary cutter shall be of the heavy duty slip clutch type.

This rotary cutter shall have a round blade holder.

The blades for this rotary cutter shall be of the 5/8 inch x 5 inch extra heavy duty type.

The blade tip speed for this rotary cutter shall be 10,179 FPM

The tires for this rotary cutter shall be of the laminated type to include a caster wheel.

This rotary cutter shall have front and rear chain deflectors.

The approximate weight of this rotary cutter shall be 1524 lbs.

This rotary cutter shall have a one (1) year warranty and also have a one (1) year warranty on the gearbox. All replacement parts shall have a ninety (90) day replacement warranty.

Before this rotary cutter is delivered, the awarding vendor must insure the following:

Assembly completed.  
Gearbox filled with oil.  
All fittings lubricated.  
All shields are in place and in good working condition.  
All fasteners torque to specifications given in the torque chart.  
The slip clutches have been checked for proper operation.  
All decals are in place and readable.  
The operator's manual has been delivered to using department / division, and that the owner has been instructed on the safe and proper use of the cutter.  
Warranty information registered.

**4. PRICING SHEET:**

Bush Hog 406 Rotary Cutter or **equal**  
(vendor please list mfg name and number in comment section on the web)  
Quantity (2)  
Price per unit: \$\_\_\_\_\_

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**5. SPECIAL CONDITIONS/INSTRUCTIONS : N/A**

**6. INSURANCE & RISK MANAGEMENT PROVISIONS : N/A**