



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

REQUEST FOR E-QUOTE NUMBER: 13VR87650A

PROJECT TITLE: Emergency After Hour Answering Service

DUE DATE: Thursday, May 2, 2013

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

LAST DAY FOR QUESTIONS: Tuesday, April 30, 2013

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERSON 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 *Thursday, May 2, 2013 AT 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:
Vearnetta Rivers

E-MAIL ADDRESS:
vearnetta.rivers@fultoncountyga.gov

FAX NUMBER:
(404) 893-6588

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://fultonvendorseffservice.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 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 its acceptance, of the performance, or nonperformance, of its 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.
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

Emergency after Hour Answering Service Water Resources Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting quotes from qualified vendors to provide Emergency after Hour Answering Service for the Department of Water Resources.

2. CONTACT PERSON

Please contact Vearnetta Rivers Procurement Officer by e-mail vearnetta.rivers@fultoncountyga.gov or Fax (404) 893-6588 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.

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. TERM OF AGREEMENT

The Fulton County Water Resources Department is requesting Emergency after Hours Answering Service for twelve (12) months from issuance of purchase order.

4. PRODUCT/SERVICE SPECIFICATIONS

The Contractor must adhere to the following:

The Water Resources Department sewer and water plants telephones and the Transportation division of the Department of Facilities & Transportation Services are equipped with call-forwarding at the close of business. The County will forward calls to the designated "Service" number as follows:

1. Answer telephone calls when staff is unavailable, routinely this shall be during the work week (Monday – Friday) from approximately 4:00 P.M. until 8:00 A.M. and during the weekend from 4:00 P.M. Friday until 9:00 A.M. Monday. However calls may occasionally be forwarded for answering during work hours.

2. Provide services on the following holidays:
 - A. New Year's Day
 - B. Martin Luther King Jr.
 - C. Memorial Day
 - D. Independence Day
 - E. Labor Day
 - F. Veterans Day
 - G. Thanksgiving Day and the day after
 - H. Christmas Eve and Christmas Day

3. Provide a live voice to answer the County's after hours and emergency calls and not a recorded message of any kind. A script will be provided upon award which will provide for data to be collected by the answering service and transmitted to on call staff.

4. Upon receipt of valid Fulton County water and sewer emergency calls, the provider will contact the on-call personnel at the telephone numbers to be provided upon award. The "on-call" personnel will change on a rotational basis. The County will notify the "Service" no later than 2:00P.M., Friday with any changes for the following week.

5. Vendor shall submit as an attachment to the quote, written proof that business has provided the type of service requested herein for a minimum of two (2) year. Attachment should include the name and description of the project. And reference including name, address, telephone number and email address.

5. PRICING SHEETS

Item No.	Description	Estimated Usage	Unit of issue Calls per minute	Unit Price Per month
1.	Minimum of 1000 calls per month	1000		
2.	Additional cost per call over 100 calls per month	100		

Note: The number of calls includes those both received and placed.

6. SPECIAL CONDITIONS/INSTRUCTIONS

The Water Resources Department sewer collection system maintenance, water distribution maintenance divisions, telephones are equipped with call-forwarding at the close of business. The County will forward calls to the designated "Service" number:

The vendors should supply Emergency after Hour Answering Service to the following locations:

- A. Big Creek Waste Water Treatment Plant
1030 Marietta Highway
Marietta, Georgia
Contact Person: Glenn Smith
Telephone number forwarded to service number: Will be provided upon award
- B. Camp Creek Waste Water Treatment Plant
7472 Cochran Road
College Park, Georgia
Contact Person: Andrea Searles
Telephone number forwarded to service number: Will be provided upon award

Water Distributor System:

- C. Fulton County Water System Maintenance Division
11575 Maxwell Road
Alpharetta, GA 30004
Contact Person: Thomas Czczil
Telephone number forwarded to service number: Will be provided upon award

Construction & Transportation Divisions (Facilities & Transportation Services Dept.)

- D. South Construction
5600 Stonewall Tell Road
College Park, Ga.
Contact Person: Victor Robinson
Telephone number forwarded to service number: Will be provided upon award

South Fulton Construction Operations:

Emergency situations such as safety hazards, floods, fires, involving roads, bridges, and drainage facilities in unincorporated Fulton County
Daytime/Normal hours: 404-613-3105 (8:00am – 4:30pm)

After Hour Phone Service:

- 1ST point of contact George Mitchell - Will be provided upon award
- 2nd point of contact Milton White - Will be provided upon award
- 3rd point of contact Victor Robinson - Will be provided upon award
- 4th point of contact Ernest Slaughter - Will be provided upon award

Email Address:

Please send daily log for Transportation division each morning to:
Will be provided upon award

- E. Transportation Signal Shop
3929 Aviation Circle
Atlanta, Ga. 30336
Will be provided upon award

The Successful vendor shall provide a written step-by-step procedure for handling incoming calls within 5 days of notice of award of the contract. A typical "script" shall be provided which shall be approved or modified by the County prior to initiating service and may be modified from time to time as may be required by the County. The required procedure shall include action such that if upon attempting to contact the on-call County staff, no direct conversation is achieved or response received within 15 minutes of the attempt to contact County staff, then call answering service provider shall make a second attempt after 15 minutes. If 15 minutes after the second attempt to contact the on-call staff no contact has been made an alternative telephone number (provided by the County for each of the five (5) locations) shall be contacted. If contact remains unsuccessful, contact shall be attempted for both telephone numbers on 15 minute intervals until contact is made.

Monthly invoices shall include the total number of received calls (including to unsuccessful contact attempts) and the total placed calls separately for each of the five service locations. A log shall be provided on a daily basis to each of the service locations indicating the following date and time of call, received or placed, duration in minutes and seconds, phone number placing call, and phone number receiving call. In addition an email notification shall be sent immediately after telephone call to include the same information provided on the daily log (see attachment) to the respective contact persons.

Email Address:

Please send daily logs each morning to: Will be provided upon award