



# Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

**REQUEST FOR E-QUOTE NUMBER:**

**14DW92530C**

**PROJECT TITLE: Equipment Rental 2014**

**DEPARTMENT: Facilities & Transportation Services Department**

**DUE DATE: April 1, 2014**

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

**LAST DAY FOR QUESTIONS: March 27, 2014**

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](http://www.fultoncountyga.gov).

THE COUNTY WILL NOT RESPOND TO REQUESTS RECEIVED AFTER *April 1, 2014* AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT [www.fultonvendoreselfservice.co.fulton.ga.us](http://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:**  
DIANN WASHINGTON

**E-MAIL ADDRESS:**  
diann.washington@fultoncountyga.gov

**FAX NUMBER:**  
**404-893-1747**

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://fultonvendoreselfservice.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 agreement.

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 bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

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**  
**Quote #14DW92530C**  
**Closing Date: April 1, 2014**  
**Equipment Rental FY 2014**  
**Facilities & Transportation Services Department**

**1. DESCRIPTION**

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified bidders to provide equipment rental for the Facilities & transportation Services Department.

**2. CONTACT PERSON**

Please contact Diann Wathington, Procurement Officer name by e-mail [diann.wathington@fultoncountyga.gov](mailto:diann.wathington@fultoncountyga.gov) or Fax (404) 893-1747 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 12 months period contract.

**4. PRODUCT/SERVICE SPECIFICATIONS**

The rental equipment offered shall be compatible with Caterpillar Brand. All quoters shall indicate the exact price they are offering, in the following table. All exemptions or non-complying detailed features must be identified and fully explained on a separate sheet of paper.

**5. PRICING SHEETS**

<u>Line</u>	<u>Description</u>	<u>Hours</u>	<u>Price</u>
1.	Loader 953D	8 hrs. /Estimated	\$ _____/Daily Rated
2.	Loader 953D	40 hrs. /Estimated	\$ _____/Weekly Rate
3.	Loader 953D	175 hrs. /Estimated	\$ _____/Monthly Rate
4.	Excavator 320	8 hrs. /Estimated	\$ _____/Daily Rated
5.	Excavator 320	40 hrs. /Estimated	\$ _____/Weekly Rate
6.	Excavator 320	175 hrs. /Estimated	\$ _____/Monthly Rate
7.	Excavator 305C	8 hrs. /Estimated	\$ _____/Daily Rated
8.	Excavator 305C	40 hrs. /Estimated	\$ _____/Weekly Rate
9.	Excavator 305C	175 hrs. /Estimated	\$ _____/Monthly Rate

10.	Excavator 304	8 hrs. /Estimated	\$ _____/Daily Rated
11.	Excavator 304	40 hrs. /Estimated	\$ _____/Weekly Rate
12.	Excavator 304	175 hrs. /Estimated	\$ _____/Monthly Rate
13.	Backhoe 416E	8 hrs. /Estimated	\$ _____/Daily Rated
14.	Backhoe 416E	40 hrs. /Estimated	\$ _____/Weekly Rate
15.	Backhoe 416E	175 hrs. /Estimated	\$ _____/Monthly Rate
16.	Backhoe 420E	8 hrs. /Estimated	\$ _____/Daily Rated
17.	Backhoe 420E	40 hrs. /Estimated	\$ _____/Weekly Rate
18.	Backhoe 420E	175 hrs. /Estimated	\$ _____/Monthly Rate
19.	Backhoe 430	8 hrs. /Estimated	\$ _____/Daily Rated
20.	Backhoe 430	40 hrs. /Estimated	\$ _____/Weekly Rate
21.	Backhoe 430	175 hrs. /Estimated	\$ _____/Monthly Rate
22.	Asphalt Roller CB34	8 hrs. /Estimated	\$ _____/Daily Rated
23.	Asphalt Roller CB34	40 hrs. /Estimated	\$ _____/Weekly Rate
24.	Asphalt Roller CB34	175 hrs. /Estimated	\$ _____/Monthly Rate
25.	Street Broom 8HC	8 hrs. /Estimated	\$ _____/Daily Rated
26.	Street Broom 8HC	40 hrs. /Estimated	\$ _____/Weekly Rate
27.	Street Broom 8HC	175 hrs. /Estimated	\$ _____/Monthly Rate
28.	Equipment pick Up Charge		\$ _____
29.	Equipment Delivery Charge		\$ _____

**NOTE:** All quoters shall indicate the cost for **delivery and pick-up of the rental equipment to or from any location in Fulton County.**

## 6. SPECIAL CONDITIONS/INSTRUCTIONS

- Paragraph 9 of the Request for Quote General Terms and Conditions states that all items bid must be "New". Since this is rental equipment the County will consider renting used equipment.
- Paragraph 11 of the Request for Quote General Terms and Conditions to reflect that Contractor will only indemnify the County to the extent claims are due to Contractor's negligence or willful misconduct is acceptable.