Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Interim Director

FULTON COUNTY

REQUEST FOR E-QUOTE NUMBER: 14VR93130C

PROJECT TITLE: Vehicle Batteries FY 2014

DEPARTMENT: Facilities & Transportation Services Department

DUE DATE: Friday, May 9, 2014

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

LAST DAY FOR QUESTIONS: Tuesday, May 6, 2014

BIDDERS MAY SUBMIT REQUESTS FOR CLARIFICATION OR QUESTIONS REGARDING THIS E-QUOTE TO THE PURCHASING CONTACT PERON 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 *ABOVE MENTIONED DATE* AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT www.fultonvendorselfservice.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:	E-MAIL ADDRESS:	FAX NUMBER:
Vearnetta Rivers	vearnetta.rivers@fultoncountyga.gov	(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://fultonvendorselfservice.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 it's acceptance, of the performance, or nonperformance, of it's 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 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.

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REQUEST FOR E-QUOTE SPECIFICATIONS

Vehicle Batteries FY 2014
Facilities & Transportation Services Department

1. DESCRIPTION

Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide vehicle batteries for the Facilities & Transportation Services Department.

2. CONTACT PERSON

Please contact Vearnetta Rivers 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.

3. TERM OF AGREEMENT

This is a 12 months period contract.

4. PRODUCT/SERVICE SPECIFICATIONS

Fulton County reserves the right to visit vendor's location without prior notice for inspection and evaluation of stock.

The contract resulting from this quote will be used primarily by the Facilities & Transportation Services Department; however, the vendor agrees to extend the same prices, terms and conditions to any other Fulton County Department requesting the same service.

Representative items and estimated quantities are as follows;

Item	Group	Cold Cranking Amps	Est. Qty.
1	4D	1125	10
2	24F	600	10
3	31S	950	150
4	58	540	12
5	64	585	10
6	65	850	130
7	74	900	60
8	8D	1300	20
9	75	690	40

10	34	685	25
11	31P	700	60
12	34R	600	10
13	78	750	20
14	48	700	40

5. PRICING SHEETS

The following list is a representative sample of vehicle parts typically needed. No specific items or quantities are guaranteed. Respondent agrees to deliver these items at the price quoted. All vehicle parts are to be new.

Bidder must complete the price grid/table. Do not leave blanks. State - "No Bid" if and where applicable. Blank spaces are considered no offer. Failure to use the price grid/table will invalidate bid.

Item	Group	Cold Cranking Amps	Est. Qty.	Unit Price
1	4D	1125	10	$_____
2	24F	600	10	$_____
3	31S	950	150	$_____
4	58	540	12	$_____
5	64	585	10	$_____
6	65	850	130	$_____
7	74	900	60	$_____
8	8D	1300	20	$_____
9	75	690	40	$_____
10	34	685	25	$_____
11	31P	700	60	$_____
12	34R	600	10	$_____
13	78	750	20	$_____
14	48	700	40	$_____

15	If vendor provide parts delivery, what is the cost to deliver part to Fulton County CMF	$_____ Flat Rate

6. SPECIAL CONDITIONS/INSTRUCTIONS

Bidder agrees to maintain an adequate inventory or the ability to quick source (95%) ninety-five percent of all batteries within twenty-four (24) hours for

emergency requests and for the County routine requests: must be on site within twenty-four 48 hours of initial service request.

All batteries will have BCI (AABM), Association of American Battery Manufacturers, group size and battery type clearly marked on the top of the battery case, facing up.

All new batteries must be clearly marked with the date facing up on the top of the battery case indicating date they are placed into stock at the Central Maintenance Facility.

All batteries provided must be new with manufacturer's part number clearly indicated.

The successful bidder will be required to stencil "Property of Fulton County" on each new battery. Ink and stencil must be of a long life type and durable under normal operating conditions.

In the event of manufacturer's price increases during the term of this agreement, the reasons for such increase must be properly documented and a thirty-day (30) written notice given before new prices become effective. Fulton County reserves the right to accept any such proposed price increase or cancel the remainder of the contract.

Bidder must warrant all parts and repair services against all defects in material and workmanship. Bidder shall indicate their parts and repair guarantees, including the period of time (days, months, etc.) for each. A copy of manufacturer's warranty must be submitted with the quote.

Availability of parts will be a factor in the award of the contract. Consideration will be given to the amount of inventory carried. It will be necessary for the successful bidder to have the supplies and materials required in stock for prompt delivery on an as, if and/or when requested basis.

Delivery

All prices quoted are to be FOB: destination to

Fulton County's Central Maintenance Facility
895 Marietta Blvd.
Atlanta, Georgia 30318

Unless otherwise directed at time of order. Deliveries will only be accepted between the hours of 8:00 A.M. and 4:00 P.M. Monday through Friday, excluding holidays. If different pricing is available for items picked up at vendor's location, include that also.

The successful bidder will be expected to provide prompt parts delivery. Should an emergency arise for parts which are not available, Fulton County reserves the right to secure sufficient parts from other awarded contracts without prejudice of the proposed contract. If however, in the opinion of Fulton County, the vendor fails to render reasonably prompt parts delivery, Fulton County may terminate the contract forthwith and no damages will accrue.

Award

Any award made as a result of this quotation will be effective from date of award and continuing for twelve (12) consecutive months. Fulton County reserves the right to award this quote in whole or in part to one or several vendors and the right to cancel any award made at any time with a thirty (30) day notice.

Invoicing

Invoice should be sent to the address below to expedite payment of invoices.

Facilities & Transportation Services Department
Fleet Maintenance Division / Central Maintenance Facility
895 Marietta Blvd.
Atlanta, GA 30318