



**FULTON
COUNTY**

INVITATION TO BID – COMMODITIES 19ITBC122716A-FB

UNIFORMS AND ACCESSORIES

For

DEPARTMENT OF PUBLIC WORKS

BID ISSUANCE DATE: December 4, 2019

BID DUE DATE AND TIME: January 9, 2020

PURCHASING CONTACT: Felicia Brooks at (404) 612-1100

E-MAIL: Felicia.Brooks@fultoncountyga.gov

LOCATION: FULTON COUNTY GOVERNMENT

DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

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INVITATION TO BID - COMMODITY

19ITBC122716A-FB, UNIFORMS AND ACCESSORIES

Fulton County Government "County" is soliciting Bids for the procurement of uniforms and related accessories for the Department of Public Works. Bid responses must be submitted electronically using the County's on-line Vendor Self Service System. The Bidder's firm/company must be a registered Vendor in the County's AMS System in order to respond to this ITBC. Bid responses, with required attachments, must be submitted electronically **no later than 11:00 a.m.**, local time, on **Thursday, January 9, 2020**.

PURPOSE AND SCOPE

The purpose of this Invitation to Bid – Commodity ("ITBC") is to establish an indefinite quantity, firm fixed price contract to be used as the primary source for the commodities/goods listed in the attached specifications. Commodities will be ordered from time to time in such quantity as may be needed to fill any requirements of the County. As it is impossible to determine the precise quantities that may be needed during the contract period, the Vendor is obligated to deliver in minimum/maximum quantities contracted for in accordance with the specific conditions of this bid.

METHOD OF SOURCE SELECTION

This procurement is being conducted in accordance with all applicable provisions of the Fulton County Code of Ordinances and the specific method of source selection for the services required in this bid is Code Section 102-373, Competitive Sealed Bid.

BID DOCUMENTS

This document and supporting documents can be downloaded at the Fulton County Website, <http://www.fultoncountyga.gov> under "Bid Opportunities".

PURCHASING CONTACT

Information regarding the bid or bid requirements, either procedural or technical, may be obtained by submitting questions in writing to:

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Felicia Brooks, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Email: Felicia.Brooks@fultoncountyga.gov
Reference Bid #: 19ITBC122716A-FB

Any response made by the County will be provided in writing to all Proposers by addendum. No verbal responses shall be authoritative.

VENDOR REGISTRATION

Bid responses must be submitted electronically using the County's on-line Vendor Self Service System. The Bidder's firm/company must be a registered Vendor in the County's AMS System in order to respond to this ITBC. If you are not a registered vendor you may access and complete the vendor application via the County's Vendor Registration website, www.fultonvendorelfservice.co.fulton.ga.us. You must provide a copy of your current Business License and a W-9 in order to complete the vendor registration process.

If you have any questions regarding registering, please contact the County's Vendor Coordinator at (404) 612-5907.

PRE-BID CONFERENCE

No Pre-Bid Conference will be held. Inquiries regarding the solicitation either technical or otherwise must be submitted in writing prior to the Due Date to the Purchasing Contact via Email. All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County's website at www.fultoncountyga.gov under "Bid Opportunities."

END OF SECTION

19ITBC122716A-FB, UNIFORMS AND ACCESSORIES

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

The following provisions are hereby made a part of this Invitation to Bid - Commodities (ITBC).

Any Contract or Purchase Order awarded as the result of this request shall be governed by these General Terms and Conditions.

1. **BID PREPARATION**

- a. Bid responses must be submitted electronically using the County's on-line Vendor Self Service System.
- b. The Bid Form (Section 2) must be completed and submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.
- c. Unit prices must be entered in the appropriate spaces provided. The unit price for each unit shall include packing, unless otherwise specified.
- d. The County may, in its sole discretion, reject any bid determined as irregular, a conditional bid or any bid on which there is an alteration of, or departure from the Bid Schedule attached.
- e. Failure to execute the Bid Schedule/Bid Form documents may result in Bidder being deemed non-responsive and cause rejection of the bid.
- f. The County reserves the right to award multiple contracts for the procurement of annual contracts for goods and commodities.

2. **RECEIPT AND OPENING OF BIDS**

Bid responses must be submitted electronically using the County's on-line Vendor Self Service System at www.fultonvendoreselfservice.co.fulton.ga.us. The Bidder's firm/company must be a registered Vendor in the County's AMS System in order to respond to this ITBC. Bid responses are due **no later than 11:00 a.m.**, local time, on **Thursday, January 9, 2020**.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the forms listed below and the executed Forms must be submitted electronically with your bid submittal as an attachment:

1. Acknowledgement of each Addendum (if applicable)
2. Bid Form
3. Purchasing & Contract Compliance Forms:
 - a. Exhibit A: Promise of Non-Discrimination
 - b. Exhibit B: Employment Report

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to submit his/her bid on-line to the Fulton County Department of Purchasing and Contract Compliance for receipt on or before the stated time and date.

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this Bid, the Bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly to any other Bidder or to any competitor; and
- (3) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

4. MULTI-YEAR CONTRACT TERM

The contract term shall be as defined below. The County is obligated only to pay such compensation under the contract as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The effective date of the Purchase Order shall begin the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2020. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal

Term shall begin on the 1st day of January, 2021 and shall end no later than the 31st day of December, 2021. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2022 and shall end no later than the 31st day of December, 2022. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

5. EXAMINATION OF CONTRACT DOCUMENTS

Prospective bidders shall examine the contract documents and before submitting a bid, shall make a written request to the County for an interpretation or correction of any ambiguity, in consistency or error therein which could be discovered by a bidder. At the bid opening each bidder shall be presumed to have read and be familiar with the contract documents.

6. ADDENDA AND INTERPRETATIONS

Bidders may submit requests for clarification or questions regarding this ITBC to the Purchasing Contact Person. Any request shall be submitted in writing via Facsimile or Email. All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County’s website at www.fultoncountyga.gov under “Bid Opportunities.

The County will not respond to requests received after **Thursday, January 2, 2020 at 2:00 P.M.**

7. NON-COLLUSION

By submitting a Bid, the 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.

8. CERTIFICATE OF ACCEPTANCE

By responding to this Bid, the Bidder acknowledges that he/she has read this solicitation document, including any addenda, exhibits, attachments, and/or appendices in its entirety, and agrees that no pages or parts of the document have been omitted, that he/she understands, accepts and agrees to fully comply with the requirements therein.

9. CONFLICT OF INTEREST

Bidder 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.

10. BID EVALUATION

- a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of **sixty calendar days** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single

responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.

- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the County reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).
- g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.
- h. A Pre-Award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

11. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

- A. **Responsiveness:** The determination of responsiveness will be determined by the following:
 - a. The completeness of all material, documents and/or information required by the County;
 - b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.
- B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following
 - a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required;

- b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract;
- c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
- d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.
- e. Has the appropriate and adequate technical experience necessary to perform the Work;
- f. Has adequate personnel and equipment to do the Work expeditiously;
- g. Has suitable financial means to meet obligations incidental to the work.

12. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on Work for the County;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

13. BASIS OF AWARD

The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of the ITB - Commodities.

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) Bidder references. The County reserves the right to cancel the solicitation and to reject any or all bids in whole or in part and is not bound to accept any bid if rejection of that bid is determined to be contrary to the best interest of the County.

14. SAMPLES

Samples of items when required, must be furnished free of expense to the County and upon request, be returned to the Bidder at the Bidder's expense. Samples of selected items may be retained for comparison purposes.

15. 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.

16. 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 Bidder may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid 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.

17. INSURANCE AND RISK MANAGEMENT PROVISIONS

The successful Bidder(s) shall, during all terms of the Contract maintain in full force and effect (i) commercial general liability insurance in the amounts of \$1,000,000.00 (each occurrence), with a \$2,000,000.00 (general aggregate), (ii) automobile liability insurance with a combined single limit for bodily injury and property damage of not less than \$500,000 with respect to any owned, hired and/or non-owned vehicles utilized in the performance of its' services. At the time of award, a copy of the successful Bidder's Certificate of Insurance must be provided.

18. INDEMNIFICATION

Bidder hereby agrees to release, indemnify, defend and hold harmless the County, its 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.

Bidder's obligation to protect, defend, indemnity and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Bidder further agrees to protect, defend, indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Bidder. These indemnities shall not be limited by reason of the listing of any insurance coverage.

19. TAXES

Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.

20. DELIVERY

All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.

21. PLACEMENT OF ORDERS

Orders will be placed using one of the following methods:

- a) A Purchase Order (PO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.
- b) A Delivery Order (DO) will be issued as required for departments having a known requirement, fixed quantities, and one-time delivery, during the entire life of the contract.

22. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the Bidder fails to conform to specifications, or to the sample submitted by the Bidder, the County may reject it. Upon rejection, the Bidder 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 Bidder 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 Bidder the difference between the prices named in the purchase order and the actual cost to the County. If the Bidder 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 Bidder 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.

23. 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.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address

- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units

- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

24. 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 Bidder about applicable law is not a defense.

25. ASSIGNMENT

Any purchase order awarded shall not be assignable by the Bidder without the express written approval of the County, and shall not become an asset in any bankruptcy, receivership or guardianship proceedings.

26. 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.

27. 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.

28. 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.

29. 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 basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis 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 basis 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 basis, 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.

30. BINDING AUTHORITY

The individual submitting this bid must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Bidder agrees that their bid 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.

31. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein/with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider. Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

32. SUBMITTALS

The following submittals must be completed and submitted electronically as an attachment with the Bid Submittal. This checklist is provided to ensure that the Bidder submits certain required information with its Bid.

	Bid Submittal Check Sheet	Check (√)
1.	Acknowledgment of Addenda (if applicable)	
2.	Bid Form	
3.	Exhibit A: Promise of Non-Discrimination	
4.	Exhibit B: Employment Report	

END OF SECTION

SECTION 2: BID FORM

Submitted To: Fulton County Government

For: **19ITBC122716A-FB, UNIFORMS AND ACCESSORIES**

Submitted By: _____

Bid Due Date: January 9, 2020

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County’s on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ _____
(Dollar Amount in Numbers)

(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written “Notice to Proceed” from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC). This form must be included as an attachment with your bid response. Bidders must indicate the manufacturer’s brand and model/style number being quoted.

Item No.	Item Description – Section 3, Product Specification NOTE: Clothing MUST be gender specific.	Manufacturer	Model / Style#	Estimated Quantity	Unit Prices (include cost of patch / emblem)	Total
Group A	SHIRTS					
	No.1) Short Sleeve T-Shirt Jersey with front pocket 50% polyester/50% cotton Colors: Navy Blue, white					
1.	Small - X Large			100		
2.	2XL - 4XL			150		
3.	5XL - 6XL			50		
	No.2) Long Sleeve T-Shirt with front pocket, Jersey, 100% Cotton Colors: Navy Blue, white					
4.	Small – X Large			100		
5.	2XL – 4XL			150		
6.	5XL – 6XL			50		
	No.3) Short Sleeve “Under Armor” UA tech or equivalent T-shirt, moisture wicking winter weight. Colors: Navy Blue, white					
7.	Small – X Large			100		
8.	2XL – 4XL			150		
9.	5XL – 6XL			50		
	No.4) Long Sleeve “Under Armor” UA tech or equivalent T-shirt, moisture wicking winter weight.					

	Colors: Navy Blue, white				
10.	Small – X Large			100	
11.	2XL – 4XL			150	
12.	5XL – 6XL			50	
	No.5) Hooded Sweatshirt Colors: Navy blue				
13.	Small – X Large			100	
14.	2XL – 4XL			150	
15.	5XL – 6XL			50	
	No.6) Sweatshirt Colors: Navy blue				
16.	Small – X Large			100	
17.	2XL – 4XL			150	
18.	5XL – 6XL			50	
	No.7) Short sleeve Polo Shirt - Men's Herringbone with a left front pocket Colors: Navy Blue, White				
19.	Small – X Large			100	
20.	2XL – 4XL			150	
21.	5XL – 6XL			50	
	No.8) Short sleeve Polo Shirt - Herringbone Men's – no front pocket Colors: Navy Blue, White				
22.	Small – X Large			100	
23.	2XL – 4XL			150	
24.	5XL – 6XL			50	
	No.9) Short sleeve Polo Shirt - Herringbone Women's with a left front pocket (NO UNISEX) Colors: Navy Blue, white, gray, light blue				
25.	Small – X Large			150	
26.	2XL – 4XL			100	
27.	5XL – 6XL			50	
	No.10) Short sleeve Polo Shirt - Herringbone Women's – no front pocket (NO UNISEX) Colors: Navy Blue, white, gray, light blue				
28.	Small – X Large			150	
29.	2XL – 4XL			100	
30.	5XL – 6XL			50	
	No.11) Long sleeve Polo Shirt Men's				

	Colors: Navy Blue, White				
31.	Small – X Large			100	
32.	2XL – 4XL			150	
33.	5XL – 6XL			50	
	No.12) Long sleeve Polo Shirt Women's (NO UNISEX) Colors: Navy Blue, white, gray, light blue				
34.	Small – X Large			150	
35.	2XL - 4XL			100	
36.	5XL - 6XL			50	
	No.13) Industrial Work shirt -Long sleeve Men's Colors: light blue, white				
37.	Small – X Large			100	
38.	2XL – 4XL			150	
39.	5XL – 6XL			50	
	No.14) Industrial Work shirt – Short sleeve Men's Colors: light blue, white				
40.	Small – X Large			100	
41.	2XL - 4XL			150	
42.	5XL - 6XL			50	
	No.15) Industrial Work shirt – Long sleeve - Women. (NO UNISEX) Colors: light blue, white				
43.	Small – X Large			150	
44.	2XL - 4XL			100	
45.	5XL - 6XL			50	
	No.16) Industrial Work shirt – Short sleeve Women's (NO UNISEX) Colors: light blue, white				
46.	Small – X Large			150	
47.	2XL - 4XL			100	
48.	5XL - 6XL			50	
	No.17) Oxford cloth button down work shirt - Long sleeve Men's Colors: light blue, white				
49.	Small – X Large			100	
50.	2XL - 4XL			150	
51.	5XL - 6XL			50	
	No.18) Oxford cloth button down work shirt - Short sleeve Men's Colors: light blue, white				

52.	Small – X Large			100		
53.	2XL - 4XL			150		
54.	5XL - 6XL			50		
	No.19) Oxford cloth button down work shirt - Long sleeve Women's (NO UNISEX) Colors: light blue, white					
55.	Small – X Large			150		
56.	2XL - 4XL			100		
57.	5XL - 6XL			50		
	No.20) Oxford cloth button down work shirt - Short sleeve Women's (NO UNISEX) Colors: light blue, white					
58.	Small – X Large			150		
59.	2XL - 4XL			100		
60.	5XL - 6XL			50		
Group B	Men and Women's Trousers					
	No.21) Men's Work Pants (relaxed fit): 100% cotton Brand: Carhartt Colors: navy blue, khaki					
61.	Small – XL - Waist 28 - 38			150		
62.	2XL – 4XL - Waist 40 - 54			150		
63.	5XL – 6XL - Waist 56 - 64			75		
	No.23) Women's: Work Pants – (relaxed fit) 100% cotton Colors: navy blue, khaki, black Brand: Dickies (NO UNISEX)					
64.	Small – XL - Waist 28 - 38			75		
65.	2XL – 4XL - Waist 40 - 54			75		
66.	5XL – 6XL - Waist 56 - 64			25		
Group C	Sweaters					
	No.26) Men's Sweater – pull over crew neck with elbow patches Colors: Navy blue; gray					
67.	Small – X Large			150		
68.	2XL - 4XL			150		
69.	5XL - 6XL			50		
	No.27) Men's Sweater –					

	Quarter-zip front Colors: Navy blue; gray				
70.	Small – X Large			150	
71.	2XL - 4XL			150	
72.	5XL - 6XL			50	
	No.28) Women’s Sweater – pull over crew neck Colors: Navy Blue, white, gray, light blue (NO UNISEX)				
73.	Small – X Large			75	
74.	2XL - 4XL			75	
75.	5XL - 6XL			25	
	No.29) Women’s Sweater – zip front Colors: Navy Blue, white, gray, light blue (NO UNISEX)				
76.	Small – X Large			75	
77.	2XL - 4XL			75	
78.	5XL - 6XL			25	
Group D	Outwear /Jackets				
	No.31) Parka – zip off hood Colors: navy blue				
79.	Small – X Large			150	
80.	2XL - 4XL			150	
81.	5XL - 6XL			50	
	No.32) Parka – zip off hood – Women’s (NO UNISEX) Colors: navy blue / black				
82.	Small – X Large			75	
83.	2XL - 4XL			75	
84.	5XL - 6XL			25	
	No.33) Textured Soft Shell Jacket – Men’s Colors: navy blue; gray				
85.	Small – X Large			150	
86.	2XL - 4XL			150	
87.	5XL - 6XL			50	
	No.34) Textured Soft Shell Jacket – Women’s Colors: navy blue; gray (NO UNISEX)				
88.	Small – X Large			75	
89.	2XL - 4XL			75	
90.	5XL - 6XL			25	

	No.35) Wind breaker (Men) – Water resistant polyester full zip down style with Reflective screen printing. Colors: navy blue					
91.	Small – X Large			150		
92.	2XL - 4XL			150		
93.	5XL - 6XL			50		
	No.36) Wind breaker (Women’s) – Water resistant polyester full zip down style with Reflective screen printing. (NO UNISEX) Colors: navy blue					
94.	Small – X Large			75		
95.	2XL - 4XL			75		
96.	5XL - 6XL			25		
	No.37) Polar Fleece Pullover – Men’s Colors: Navy Blue; Black					
97.	Small – X Large			150		
98.	2XL - 4XL			150		
99.	5XL - 6XL			50		
	No.38) Polar Fleece Pullover – Women’s Colors: Navy Blue; Black (NO UNISEX)					
100.	Small – X Large			75		
101.	2XL - 4XL			75		
102.	5XL - 6XL			25		
Group E	Lab Coats					
	No. 39) Full length Male lab coat Color: White					
103.	Small – X Large			150		
104.	2XL - 4XL			150		
105.	5XL - 6XL			50		
	No.40) Staff length Female lab coat (NO UNISEX) Color: White					
106.	Small – X Large			100		
107.	2XL - 4XL			100		
108.	5XL - 6XL			50		
Group	Hats					

F						
109.	No.41) Cap: Winter, 100% polyester, 10 oz. weight Color: navy blue Size: One size fits all			400		
110.	No.42) Cap: Summer, 100% polyester with mesh back, 10 oz. weight Color: navy blue Size: One size fits all			400		
	TOTAL (LINES 1 – 110)					\$

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: _____

ADDRESS: _____

CITY/STATE/ZIPCODE: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMDC, WBENC, SBA, etc.,) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____ Partnership ____ Sole Proprietor ____ Other ____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name

Address

END OF SECTION

SECTION 3

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

Scope of Work

The successful bidder must be able to closely match the department's existing uniforms. (Samples of existing uniforms can be provided upon request.)

Clothing must be gender specific. Failure to comply will be deemed non-responsive

All items except trousers must contain one of the following when delivered: a patch, an emblem or reflective printing on the back which reads "Fulton County Public Works".

Suggested brands are Carhartt/Red Cap where available. Alternate items must be of equal or higher quality than suggested brands.

Patch

It is the bidder's responsibility to supply patches. **The price of the patch must be included in the price of the shirt.** A patch must be sewn on the front of each cap. The patch is to be embroidered. The approximate size of the patch is 2.5" white twill back ground, black letters, black narrow edge. It is the responsibility of the awarded bidder to supply patches.

Emblems

One (1) Fulton county emblem is to be sewn on the left shoulder of each shirt and jacket. The emblem on the polo style shirt is to be embroidered. If there is an additional cost for embroidery, **the cost must be included in the price of the shirt.** Polo shirts and dress shirts will have embroidery with the Fulton County "Tree" with the words "Fulton County Public Works" underneath. Fulton County will supply a pdf file containing the artwork to the successful bidder.

Reflective Screen Printing

"**FULTON COUNTY PUBLIC WORKS**" in reflective screen printing must be on the back of the wind breaker. **The price of the reflective screen printing must be included in the price of the wind breaker.**

Employee Annual Allotment

The County shall not be responsible for the payment of invoices that exceed the county's maximum allotment. It shall be the successful bidder responsibility to obtain the specified allotment from the department's contact person. To alleviate any confusion regarding invoices and private sales, County employees are restricted from entering into any private sales transactions until after they have met their individual uniform allotment and order(s) have been completely delivered.

Fittings, Deliveries and Returns

The successful bidder will be required to outfit all employees, regardless of size, with each item bid.

Measuring and fitting must be provided at the site specified by the requesting department, within thirty (30) days upon receipt of purchase order. Bidder must have samples of each product in both men and women styles at the time of fitting. Bidder may be required, at the County's discretion, to visit Public Works facilities to conduct measuring and fitting. The point of contact responsible for scheduling measurement of employees will be provided to the successful bidder.

Space at the Public Works facility will only be available at the times and locations mutually agreed upon by the bidder and the Department of Public Works. Awarded bidder will be responsible for contacting Public Works to schedule appointments for fittings within forty-eight (48) hours after request is initiated.

The awarded bidder must be able to provide detailed invoicing per order, by individual and department including items ordered, delivered and back ordered status.

The garments listed are to be furnished with woven label, permanently affixed. All labels must include correct fabric content and identification and laundering (cleaning) instructions. Bidder shall package and label each employee's uniforms and deliver to the appropriate site.

Uniforms shall be delivered within sixty (60) days from the date of measurement of employee at each location. Orders must be shipped complete per individual. **Partial orders will not be accepted.** All deliveries must be made to the specified location by the point of contact for each division.

The successful bidder shall correct all returns of clothing due to mis-fittings, defects or incorrect items within thirty (30) days of notification. The successful bidder (s) shall be responsible for the pickup of returns within a maximum of two (2) weeks from the date notified of returns.

Failure to respond to all requirements of the bid may result in the bid being deemed non-responsive.

Unit Prices must include patch, emblem and embroidery cost plus all delivery/shipping charges.

The bid award will be determined by the lowest responsible and responsive bidder and the quality of products provided.

Samples (Upon Request)

Bidder shall provide a sample of each requested item, not each size. Samples shall be delivered to the attention of the purchasing agent upon request. Samples are **not** required to be submitted with your response. The Bidder shall affix a label or tag to each item with the bidder's name, address, item number and/or style, and fabric type, bid number and bid open date of the bid. It will be the responsibility of each Bidder to remove

samples at their expense within 30 days of the completion of the bid process and awarding of contract. Any property remaining past this deadline shall be considered abandoned and the County shall have the right to dispose of such property.

References

Each Bidder **must** include a list of verifiable references with names, addresses, phones numbers and any other pertinent information. This information must be included with your response.

A. Contractor shall have a minimum of 5 years experience in the type of work specified.

B. Contractor shall have completed at least 3 other jobs similar in size and scope.

C. Contractor shall provide three (3) references whose scope of work is similar to this bid.

Organization Name: _____

Address: _____

Primary Contact: _____

Phone Number: _____

Email Address: _____

Contract Award Dates: _____

FORM 1: PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (_____),
Name

_____ Title Firm Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Contract Compliance pursuant to Section 4.4 of the Fulton County Non-Discrimination in Purchasing and Contracting Ordinance.

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FORM 2: EMPLOYMENT REPORT

The demographic employment make-up for the business submitting this Quote must be identified and submitted with this bid. In addition, if any lower tier supplier(s) will be utilized by the bidder to provide the goods/commodities requested, the demographic employment make-up of the lower tier supplier(s) must be identified and submitted with your response.

JOB CATEGORIES	WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS														
FIRST/MID LEVEL OFFICIALS MANAGERS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT WORKERS														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														

Do you intend to utilize lower tier suppliers? Yes No

If **Yes**, list each _____

Please identify if your business is 51% owned, operated and controlled by either of the following:

African- American Hispanic-American American-Indian Asian Native-Hawaiian

Pacific Islander or; owned by a Non-Minority

Firm's Name: _____

Address: _____

Phone: _____

Email Address: _____

Submitted by: _____

Date: _____