



Department of Purchasing & Contract Compliance

Felicia Strong-Whitaker, Director

REQUEST FOR E-QUOTE NUMBER: 20CJC124599B

PROJECT TITLE: Active Shooter Outer Wear & Equipment

DEPARTMENT: Fulton County Marshal 419

DUE DATE: Wednesday, April 1, 2020

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

LAST DAY FOR QUESTIONS: March 27, 2020

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 *Friday, March 27, 2020* AT 2:00 P.M.

E-QUOTE RESPONSES MUST BE SUBMITTED ONLINE AT <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService>. 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:
Charlie Crockett

E-MAIL ADDRESS:
charlie.crockett@fultoncountyga.gov

PHONE NUMBER:
404-612-5807

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 - COMMODITIES 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. **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 Bidding.
3. **SUBMISSION OF RESPONSES.** Responses must be submitted for e-quotes on-line via the Vendor Self Service system at <https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService>. Response to e-quotes must be received no later than 2:00 p.m. on the date indicated.
4. **AMENDMENTS TO THE REQUEST FOR E-QUOTE.** Any amendment to pricing is valid only if in writing and issued by the County.
5. **ADDENDUM.** Revision to the Request for E-Quote issued by the County prior to the receipt of bids.
6. **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.
7. **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.
8. **BASIS OF AWARD.**

The County shall award to the overall lowest responsive and responsible bidder that bid all commodity lines and complying with the provisions of the 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.
9. **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.
10. **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.
11. **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.

12. **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.
13. **TAXES.** Fulton County is exempt from the State of Georgia sales tax and exemption certificate will be furnished upon request.
14. **DELIVERY.** All prices must be FOB Destination, unloaded inside and assembled unless otherwise indicated.
15. **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.
16. **INVOICES AND PAYMENT TERMS.** 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 by Accounts Payable.

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

17. **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.
18. **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.
19. **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.
20. **DISQUALIFICATION OF BIDDER.** The submission of more than one (1) bid to the County as the primary Bidder for the same work by an individual firm, partnership or corporation under the same or different names may be grounds for disqualification of a Bidder and the rejection of the bid.
21. **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.
22. **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.
23. **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 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.
24. **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.
25. **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.

REQUEST FOR E-QUOTE SPECIFICATIONS

Active Shooter Equipment & Outer Wear Fulton County Marshal's Department

1. DESCRIPTION

The Fulton County Department of Purchasing & Contract Compliance is soliciting e-quotes from qualified vendors to provide **Active Shooter Outer Wear and Equipment** for the **Fulton County Marshal's Department**.

2. CONTACT PERSON

Please contact Charlie Crockett by e-mail charlie.crockett@fultoncountyga.gov or Fax (404) 612-1700 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

One-time procurement

4. PRODUCT/SERVICE SPECIFICATIONS

	Item	Specifications	Comments
1.	Paraclete PASGT Style IIIA Ballistic Helmet, Black	Paraclete PASGT Style IIIA Ballistic Helmet - NIJ-Standard-0101.06 Level IIIA and the Compliance Testing Program; Aramid/polycarbonate construction; 4-point adjustable attachment system; compatible with chem/bio hazards masks; weight 2.9 – 3.2 lbs.; Black; NO SUBSTITUTIONS. Product can be viewed at https://www.pointblankenterprises.com/paraclete/pasgt-helmet.html	
2.	Paraclete Operator Elite Helmet	Paraclete Operator Elite Helmet with durable Aramid construction; 3-bolt shroud that accepts NVG mounts and other accessories Side rail with Piccatiny inserts on both sides of the helmet; Ultra-comfort combat pad system with phase change technology, keeping you cool in the summer and warm in the winter; Exceeds the US MIL-SPEC; Black; NO SUBSTITUTIONS. Product can be viewed at https://www.pointblankenterprises.com/paraclete/operator-elite-helmet.html	
3.	Paraclete 10 X 12 Hard Armor Plate, #10260 Front & Back, Black	Paraclete 10 X 12 Shooter's cut Size Steel Armor Plate – ultra thin, high strength steel plate to provide multi-hit protection capability up to 6 rounds; NIJ 0101.04 level III protection	

		<p>against rifle threats; proprietary heat treatment alters the microstructure and mechanical properties of the steel, allowing for a thinner size and comfort; single curve; steel construction; 10"W X 12"H, 0.34" thickness; 7.85 lbs. Should fit PB Plate Carrier (Line Item #4); Black; NO SUBSTITUTIONS. Product can be viewed at https://www.pointblankenterprises.com/paraclete/10260-hard-armor.html</p>	
4.	<p>Paraclete hard plate carrier, SOHPC Gen IV Black</p>	<p>Paraclete hard plate carrier to carry Item 33; Carrier is extra durable, 500 denier Cordura® construction; MOLLE compatible webbing throughout the vest; Adjustable two point shoulder strapping system with rear quick release buckles; Bottom loading front and back hard armor plate pockets accommodates 10" x 12" or ESAPI plates; Black; Unit ID to read MARSHAL; NO SUBSTITUTIONS. Product can be viewed at https://www.pointblankenterprises.com/paraclete/sohpc.html</p>	
5.	<p>Condor Urban Go Pack</p>	<p>Condor Urban Go Pack, #147; features Padded laptop sleeve, with zipper closure; Main compartment with document sleeve and mesh pocket; Quick-access gadget pocket; Top front compartment with organizer panel; Bottom front compartment with mesh pockets; 2 side compartments; Volume:2022 Cu In// 33L; Overall Dimension: 18"H x 16"W x 10"D; Main compartment: 18"H x 12"W x 7"D; Top front compartment: 8"H x 8"W x 2.5"D; Bottom front compartment: 6"H x 12"W x 2.5"D; Side compartment: 11.5"H x 5"W x 1.5"D; BLACK, NO SUBSTITUTIONS. Product can be viewed at https://condoroutdoor.com/147-urban-go-pack.html</p>	
6.	<p>Ballistic Shield with Viewport</p>	<p>Ballistic Shield with Viewport with NIJ Level IIIA, Multi-Hit Capability; NY Tri-Grip; 4" x 16" Level IIIA View Port; Ambidextrous Horizontal Handle Cushioned Arm Pad; Ultra-Lightweight Curved Shape For Greater Rigidity & Protection; standard size; BLACK with unit marking – “FC MARSHAL” Black; comparable models will be considered. Review product at https://www.securityprousa.com/collections/ballistic-shields/products/secpro-level-iii-a-ballistic-shield-with-viewport</p>	

5. PRICING SHEETS

Examples of pricing sheets are provided below:

Unit Pricing – for goods and commodities only, example office supplies, tires, equipment parts, etc.

<i>Item No.</i>	<i>Item Description</i>	<i>Estimated Quantity</i>	<i>Unit of Issue</i>	<i>Unit price (\$)</i>
01	Paraclete PASGT Style IIIA Ballistic Helmet, Black	18		
02	Paraclete Operator Elite Helmet	1		
03	Paraclete 10 X 12 Hard Armor Plate, #10260 Front & Back, Black	36		
04	Paraclete hard plate carrier, SOHPC Gen IV Black	18		
05	Condor Urban Go Pack, Black	18		
06	Ballistic Shield with Viewport	9		

6. SPECIAL CONDITIONS/INSTRUCTIONS

NO Substitutions for Items 1, 2, 3, 4, 5,