FLOYD COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT #12 East 4th Ave. Ste. 106 ROME, GA 30161

(706) 291-5118 FAX (706) 290-6099

INFORMAL INVITATION TO BID

Date Issued: 4 March 2016

Bids from suppliers will be received by the Purchasing Department of Floyd County Georgia, at #12 East Fourth Ave, Suite 106 Rome, Georgia 30161, until **2:00 P.M.** legally prevailing time on **18 March 2016**, for the purchase of:

Safariland Duty Equipment Bid# 16-0318

Bids may be submitted by Email, Fax, Mail, or Hand Delivered to Floyd County Purchasing Department Suite 106, Rome Georgia 30161. No extension of the bidding period will be made.

Emails can be delayed by Servers and Email Filter processes. Floyd County will use the time sent on the email as the official time. It is recommended you send email at least 60 minutes prior to the deadline.

- Email graye@floydcountyga.org or lamn@floydcountyga.org or Fax 706 290-6099

Bid Tabulation will be posted online within 24hrs following the bid deadline.

Additional copies of bidding documents may be obtained at www.romefloyd.com, email graye@floydcountyga.org or in person at the Floyd County Administrative Building, Purchasing Department, #12 East Fourth Ave, Suite 106 Rome, Georgia 30161. Requests for documents should be filed promptly with the Purchasing Department.

Contract, if awarded, will be on a lump sum basis **or** individual item basis, whichever is in the best interest of the County. No bid may be withdrawn for a period of 60 days after time has been called on the date of opening.

The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

Bids will be marked/titled/labeled as follows

Your Company Name Safariland Duty Equipment Bid# 16-0318 2PM 18 March 2016

NANCY LAM, CPPB, CPPO PURCHASING DIRECTOR

FLOYD COUNTY GEORGIA GENERAL TERMS AND CONDITIONS INFORMAL INVITATION TO BID

- 1. CHANGES: No change will be made to this invitation except by written modification by the County Purchasing Office.

 Requests for interpretation or changes must be in writing, graye@floydcountyga.org directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118 Fax (706) 290-6099.
- **2. FOB POINT:** Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.
- 3. RISK OF LOSS: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation.
- <u>4. BID ACCEPTANCE TIME:</u> Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.
- **<u>5. BID IDENTIFICATION:</u>** All bids submitted as a result of this invitation must be identifying the Name, Bid #, Date and Time of opening.
- **6. WITHDRAWAL OF BIDS:** Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.
- 7. BONDS: None Required
- **8. SITE INSPECTIONS:** (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.
- **9. AWARD OF CONTRACT:** Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party. Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.
- <u>9.1:</u> The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.
- 10. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the BID SCHEDULE. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.
- 11. BID RESULTS: Interested parties may review and/or print BID TABULATION @ www.romefloyd.com 24 hours after bid opening or request a tabulation from Graye@floydcountyga.org

- <u>12. PAYMENT:</u> Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, 12 East 4th Ave, Suite 106 Rome, Ga. 30161
- 12.1 Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:
 - 1. Date invoice is submitted;
 - 2. Purchase order number;
 - 3. Payment terms;
 - 4. Date of transaction;

- 5. County department;
- 6. Item(s) or service
- 7. Quantity of each item or service
- 8. Bid price of each item or service with any discounts

Invoices received with any of the required information listed above missing <u>may not</u> be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

- <u>12.2</u> Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.
- 12.3 Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. . A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY can not exempt others from tax.
- <u>12.4</u> Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 <u>ET</u>. <u>SEQ</u>.).
- **13. INQUIRIES REGARDING PAYMENT:** All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162
- **14. DISCOUNTS:** Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.
- 15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of "NOTICE OF AWARD" together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.
- 16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against "ALL RISKS". Coverage to include but not limited to General Liability: Comprehensive Form, Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a "NOTICE OF AWARD" being issued.

- <u>17. INCLUSION:</u> All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Invitation for Bid will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.
- **18. REGULATORY AGENCIES:** Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).
- 19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Invitation for Bid or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.
- **20. ASSIGNMENT OF CONTRACTUAL RIGHTS:** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.
- **21. STARTING TIME:** Work will commence within stated calendar days after being issued a "**NOTICE TO PROCEED**" on the project and commence in a routine, orderly manner until completion and acceptance by the County.
- **22. INDEMNITY:** Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.
- **23. TERMINATION:** Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Invitation for Bid, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.
- **24. APPROPRIATION OF FUNDS:** Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).
- 25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.
- **<u>26. LIQUIDATED DAMAGES:</u>** See Special Terms and Conditions.
- **27. ANTI-DISCRIMINATION CLAUSE:** "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."
- **28. COMMODITY STATUS:** It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

29: CONTRACT ITEMS: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- * Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

30: CHANGES TO CONTRACT: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT: Per Purchase Order, Contract or as noted below:

32: Bid Submissions: Complete and return all forms attached with Bid Documents.

BIDDERS DECLARATION

The bidder understands, agrees and warrants:

That the bidder has carefully read and fully understands the full scope of the specifications.

That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.

That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to 2PM 18 March 2016 but may not be withdrawn after such date and time.

That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests

That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.

That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

BIDDER:
Company Name:
Phone:
Name Print:
Signature:
Email:
Date:

FLOYD COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT P. O. BOX 946 ROME, GA 30162

(706) 291-5118 FAX (706) 290-6099

	BIDDERS INFORMATION	
Date of Bid:	Bic	d Name:
	oid is accepted within Sixty (60) calendar days a with provisions of this Invitation for Bid at the pr	
	red for prompt payment as follows: Discounts of bid but may be used when paying invoices.	f less than Fifteen (15) days will not be
Discount	_ Calendar Days net (discounts v	will apply if Procurement Card is accepted).
Procurement Card: Will you acco	ept the VISA Procurement Card for this order	r?
submitting a bid for the same mater understand that collusive bidding is	nout prior understanding, agreement, or connect ials, supplies, or equipment, and is in all respect a violation of State and Federal law and can res y all Conditions of this bid and certify that I am a	ts fair and without collusion or fraud. I sult in fines, prison sentences, and Civil
This Day of	, 201	
Prices to remain firm for Sixty (6 initial here:	0) calendar days or calendar days	s after date of opening. Vendor MUST
Bidder Information (Type or Print)		Mailing Address send payments
Name of Company	Name of Co	mpany
Address	Address	
City, State Zip Code	City, Sta	ate Zip Code
(<u>)</u> Phone Number	(<u>)</u> Phone Num	nber
(<u>)</u> Fax Number	Federal ID #	
Email		
	Name and Title of Person authorized to Sign	
	Name	
	Title	
	Signature	

CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER	
SIGNATURE	
TITI F	



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

- That the submitted response constitutes an offer, which when accepted in writing by Floyd
 County, and subject to the terms and conditions of such acceptance, will constitute a valid and
 binding contract between the undersigned and Floyd County; and
- That the supplier has read the specifications and requirements shown or referenced in the
 solicitation and that the supplier's response is made in accordance with the provisions of such
 specifications and requirements except as expressly stated otherwise in the supplier's response;
 and
- That the supplier guarantees and certifies that all items included in the supplier's response meet
 or exceed any and all such stated specifications and requirements of the solicitation except as
 expressly stated otherwise in the supplier's response; and
- That, if awarded a contract, the supplier will deliver goods and/or services that meet or exceed
 the specifications and requirements of the solicitation except as expressly stated otherwise in the
 supplier's response; and
- That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
- 8. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

Contractor's Full Legal Name: (PLEASE TYPE OR PRINT)		
Authorized Signature:		
Printed Name and Title of Person Signing:		
Date:		
Company Address:		
FAX Number:		
Email Address:		
*This table must be completed in its entirety by the supplier.		

Revised 04/01/2014

Floyd 2014

ATTACHMENT

FLOYD COUNTY BOARD OF COMMISSIONERS DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

- 1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
- 2. Each Vendor who hires a subVendor to work in a drug-free workplace shall secure from that subVendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (subVendor's name) certifies to the Vendor that a drug-free workplace will be provided for the subVendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

Vendor:	 	
By:	 	
Name Printed:		
Title:	 	
Date:		

FLOYD COUNTY BOARD OF COMMISSIONERS

Safariland Duty Equipment - BID# 16-0318 Special Terms and Conditions

The duty equipment listed is one time purchase.

The equipment listed will not be substituted with other brand or models. Part numbers listed are legacy part numbers from Safari. There will be 2 lists of equipment. The first list of 100 items each will be purchase in these quantities.

The second list of items we need individual pricing and the purchase quantities will be determined after the award. Please total each section based on the quantities we provided.

Sizes of Belts will be determined when the order is placed

Pricing must be valid for 60 days form the awarded date. All pricing will include delivery to the Floyd County Jail located at 2526 New Calhoun Hwy Rome Ga. 30161

Floyd County is exempt from all local, state, and federal taxes, and prices stipulated by the bidder are considered maximum, and are not subject to any increase due to any taxes, or any other cause or reason.

Any alterations in figures on this form must be initialed in ink by persons signing the bid.

Suppliers will provide the following completed forms

- Bidder Information Sheet
- Bidder Declaration Sheet
- Certificate of Non Discrimination
- Certificate of Non Collusion
- Drug Free Work Place Certificate
- Special Terms and Condition Page and Bid Sheet
- Acknowledgement of Addendums (if issued)

We, the undersigned, agree to furnish and deliver police uniform duty equipment in accordance with the specifications issued for same, and subject to all terms, conditions, and requirements provided therein, and in the various request for bid documents

Supplier Contact:	Telephone Number:	
Company Name		
Address		
Signature	Date	
Title		

FLOYD COUNTY BOARD OF COMMISSIONERS Safariland Duty Equipment

BID# 16-0318 Due 2PM 18 Mar 2016 BID SHEET

Company Name	 	

THESE ITEMS BELOW FOR 100 EACH ARE TO BE PURCHASED

			_
QTY	Description	Unit Price	Extended Price
100	SAF-87-??-8B Safariland 87 Belt Blk BW		
	Brass Buckle (Size To Be Determined)		
100	SAF-77-83-4B Safariland 77 Dbl Mag Pouch		
100	BW Brass Snps		
	·		
100	SAF-90-4B Safariland Cuff Case BW Blk		
100	CAT C2C0 02 404 Cafeethand C2C0 ALC Lavel II		
100	SAF-6360-83-481 Safariland 6360 ALS Level II		
	Glock 22 ST NOTE: (95 RH & 5 LH)		
100	SAF-38-4-4B Safariland 38 Mace Holder Basket		
	Weave Brass Snaps		
	•		
100	SAF-65—4-4B-50 Safariland Belt Keeper, 4 Pack		
		TOTAL	
	THESE ITEMS QUANTITIES BELOW WILL	BE DETERMINED AFTER THE	AWARD
QTY	Description		Unit Price
1	SAF-6360-832-481 Safariland ALS Holster RH STX B	W GL2	
•	SAI-0300-032-401 Salamana ALS moister Kir STA Bi	VV GLZ	
1	SAF-190-2-4B Safariland Shaped Handcuff Case (Te		
1	SAF-35-F26-4 Safariland #35 Baton Holder Blk BW		
1	SAF-306-1-4 Safariland 306 Flashlight Holder BW		
•	SAL-300-1-4 Salamana 300 Flashinght Holder DW		
1	SAF-QUICK-KIT4-2 Safariland Quick Locking System	Black	

Acronyms: BW=Basket Weave, Blk= Black, Snp=Snaps, RH=Right Hand, LH=Left Hand