

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: JULY 9, 2009

Cobb County will receive Sealed Bids before 12:00 NOON, July 9, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

**SEALED BID # 09 – 5427
PURCHASE AND DELIVERY OF 400
AMERICAN BODY ARMOR EXTREME FORCE XTF-II BALLISTIC BODY ARMOR
COBB COUNTY POLICE DEPARTMENT**

No bids will be accepted after the 12:00 noon deadline.

Bids are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Bids received after the date and time indicated will not be considered.

No bid may be withdrawn for a period of sixty (60) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all bids, to waive informalities and technicalities, to reject portions of the bids, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov

To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: JUNE 26, 2009
JULY 3, 2009



SUBMIT BID/PROPOSAL TO:
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

BID/PROJECT NUMBER: 09-5427
PURCHASE AND DELIVERY OF 400
AMERICAN BODY ARMOR EXTREME FORCE XTF-II BALLISTIC BODY ARMOR
COBB COUNTY POLICE DEPARTMENT

DELIVERY DEADLINE: JULY 9, 2009 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: JULY 9, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5427; IS A FIRM OFFER, AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178), BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 60 DAYS CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

Advertise Dates: JUNE 26, 2009
JULY 3, 2009

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

- (A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
- (B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
- (C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
- (D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

- (A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
- (B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
- (C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
- (D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
- (E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
- (F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
- (G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
- (H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.



COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A “**SEALED BID LABEL**” has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a “NO BID” response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. **IT IS THE VENDOR’S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.**

BIDS MUST BE RECEIVED BEFORE 12:00 (NOON) ON BID OPENING DAY

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted.** The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008-4012

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

DELIVER TO:
COBB COUNTY PURCHASING
1772 County Services Parkway
Marietta, GA 30008-4012

SEALED BID # 09-5427 DATE: July 9, 2009

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Purchase and Delivery of 400
American Body Armor Extreme Force XTF-II Ballistic Body
Armor

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



Cobb County...Expect the Best!

INVITATION TO BID

**SEALED BID # 09-5427
PURCHASE AND DELIVERY OF 400
AMERICAN BODY ARMOR EXTREME FORCE XTF-II BALLISTIC BODY ARMOR
COBB COUNTY POLICE DEPARTMENT**

BID OPENING DATE: JULY 9, 2009

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

**VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)**

N.I.G.P. COMMODITY CODE: 68008

NAME: _____

ADDRESS: _____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.



Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

**"STATEMENT OF NO BID"
SEALED BID NUMBER 09-5427
PURCHASE AND DELIVERY OF 400
AMERICAN BODY ARMOR EXTREME FORCE XTF-II BALLISTIC BODY ARMOR**

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes _____ No _____

Please PRINT the following:

_____ Company

_____ Representative

You are invited to list reasons for your decision not to bid: _____

INVITATION TO BID

The purchase and delivery of approximately four hundred (400) American Body Armor Xtreme Force XTF-II Ballistic Body Armor with one (1) soft trauma insert, one (1) hard plate, and one (1) additional NS concealable carrier with both 2” and 4” straps for Cobb County Police Department officers and to provide the related customer service needs of measuring, custom fitting, resizing, and re-cutting the armor for the department.

COBB COUNTY POLICE DEPARTMENT

SEALED BID #09-5427

	GENERAL INSTRUCTIONS FOR BIDDERS	Page 2
PART I	SPECIAL INSTRUCTIONS AND CONDITIONS -	Page 18
PART II	GENERAL REQUIREMENTS -	Page 21
PART III	SERVICE TO BE PERFORMED -	Page 22
PART IV	EQUIPMENT SPECIFICATION –	Page 24
ATTACHMENT “A”	PRICE PROPOSAL COVER SHEET	Page 25

Invitation To Bid

The purchase and delivery of approximately four hundred (400) American Body Armor Xtreme Force XTF-II Ballistic Body Armor with one (1) soft trauma insert, one (1) hard plate, and one (1) additional NS concealable carrier with both 2” and 4” straps for Cobb County Police Department officers and to provide the related customer service needs of measuring, custom fitting, resizing, and re-cutting the armor for the department.

SEALED BID #09-5427

General Instructions For Bidders, Terms and Conditions

I. Preparation Of Bids

Each bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder’s risk, as the bidder will be held accountable for their bid response.

Each bidder shall furnish all information required by the bid form or document. Each bidder shall sign the bid and print or type his or her name on the schedule. The person signing the bid must initial erasures or other changes. An authorized agent of the company must sign bids.

Due to the large number of vendors listed in certain categories of the Cobb County vendor’s list, not all vendors will necessarily be sent an Invitation to Bid each time one is issued. Invitations to Bid issued by Cobb County are advertised on Cobb County TV23, the Cobb County Internet site <http://www.cobbcounty.org> and every Friday in the Marietta Daily Journal.

II. Delivery

Each bidder should state the time of proposed delivery of goods or services. Words such as “immediate”, “as soon as possible”, etc. shall not be used. The known earliest date or the minimum number of calendar days required after receipt of order (delivery A.R.O.) shall be stated (if calendar days are used, include Saturday, Sunday and holidays in the number).

III. Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation for bids, drawings, specifications, etc. must be received seven (7) working days prior to bid opening in order for a reply to reach all bidders before the close of the bid. Any information given to a prospective bidder concerning an invitation to bid will be furnished to all prospective bidders as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

The written bid documents supersede any verbal or written communication between parties. Receipt of addendum should be acknowledged in the bid. Although the Purchasing Division will take effort to send any addendum to known bidders, it is the bidder's ultimate responsibility to ensure that they have all applicable addenda prior to bid submittal. This may be accomplished via contact with the Purchasing Division prior to bid submittal.

IV. Submission of Bids

Bids shall be enclosed in sealed envelopes, addressed to the Cobb County Purchasing Department with the name of the bidder, the date and hour of opening and the invitation to bid number on the face of the envelope. Bids must be received in the Purchasing Department no later than the date and time (determined by the date/time stamp in the department) set forth in the Invitation to Bid. It is the sole responsibility of the bidder to ensure that his or her bid reaches the Purchasing Department. Telegraphic/faxed bids will not be considered. Any addenda should be enclosed in the sealed envelopes as well. The bids will be publicly opened and read at the time and place set forth in the Invitation to Bid.

Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing. Items offered must meet required specifications and must be of a quality, which will adequately serve the use and purpose for which intended.

Full identification of each item bid upon, including brand name, model, catalog number, etc. must be furnished to identify exactly what the bidder is offering. The bidder must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

If no items are bid on, the "Statement of No Bid" must be returned, with the envelope plainly marked "No Bid" including the bid number. Where more than one item is listed, any items not bid upon must be indicated "No Bid".

Unsigned bids will not be considered except in cases where bid is enclosed with other documents, which have been signed. The County will determine this.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including any taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information. Tax Exemption Certificates will be furnished upon request.

Information submitted by a bidder in the bidding process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act. Each page of proprietary information must be identified. Entire bid may not be deemed proprietary.

V. Withdraw Bid Due To Errors

The bidder shall give notice in writing of his claim of right to withdraw his bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. The bidder's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

Supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department of an obvious clerical error made in calculation of bid in order to withdraw a bid after bid opening. Withdrawal of bid for this reason must be done in writing within the forty-eight (48) hour period. Suppliers who fail to request the withdrawal of bid by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid may not be withdrawn otherwise. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

VI. Testing and Inspection

Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of tests are determined. Cost of inspections and tests of any item, which fails to meet specifications, shall be borne by the bidder.

VII. F.O.B. Point

Unless otherwise stated in the Invitation to Bid and any resulting contract, or unless qualified by the bidder, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

VIII. Patent Indemnity

The contractor guarantees to hold the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of contract, for which the contractor is not the patentee, assignee or licensee.

IX. Discounts

Time payment discounts will be considered in arriving at net prices and in award of bids. Offers of discount for payment within ten (10) days following the end of the month are preferred.

X. Award

Award will be made to the lowest responsive and responsible bidder. Conditional bids are not acceptable. The quality of articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract. The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities, and minor irregularities in bids received.

The County reserves the right to purchase the goods or services described herein from other sources. The Bidder does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity or any quantity contained in the bid document.

The County reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest. In case of tie bid, the award will be made as follows:

1. The bid will be awarded to the in-county vendor.
2. The bid will be awarded to the in-state vendor.
3. The bid will be awarded to the vendor with the lesser total dollar volume.

The County reserves the right to award by line item to more than one vendor. The County reserves the right to negotiate a lower price than the bid award price on any line item with the successful vendor, should the quantity required significantly exceed those on the Invitation to Bid. If the County is unable to negotiate an acceptable price, it reserves the right to rebid the item(s) involved. If after the award of the bid there is a decrease in the price of a product from the manufacturer, or a rebate, the successful bidder will pass that price decrease and/or rebate onto the County.

Bids are available for public inspection within 24 hours after bid opening, by appointment only.

XI. Delivery Failures

Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement of rejected articles/services when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles/services of comparable grade to replace the articles/services rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting contractor. Alternatively, the County may penalize the contractor one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.

XII. County Furnished Property

No material, labor or facilities will be furnished by the County unless so provided in the invitation to bid.

XIII. Reject And Withdraw Bids

Failure to observe any of the instructions or conditions in this invitation to bid may constitute grounds for rejection of bid.

XIV. Contract

Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all commodities or services described therein shall constitute a contract between the bidder and the County which shall bind the bidder on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted bid. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered. Payment terms are net thirty (30) days after receipt of invoice.

The Price and all unit prices shown shall be deemed to include all costs of Contractor's performance of the Work as set forth in the Bid Documents, including, but not limited to, the costs of labor, supervision, travel, services, materials, equipment, tools, scaffolds, hoisting, transportation, storage, insurance and taxes.

Upon receipt of a bid package, containing a Cobb County "Sample Contract" as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that Cobb County requires all agreements between the parties must

be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the bid. If no exceptions are stated, it is assumed that the bidder fully agrees to the provisions contained in the "Sample Contract" in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor, within thirty (30) days of receipt of any payment request based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any.

XV. Non-Collusion

By submission of a bid, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
- (b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusions and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVI. Conflict of Interest, Etc.

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this ITB, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this ITB, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this ITB.

By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:

- (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

- (b) Unless other wise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
- (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership or cooperation to submit or not to submit a bid for the purpose of restricting competition.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the Sub-sections above.

XII. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extending in writing by the Purchasing Director, shall constitute contract default.

XIII. Disputes

Except as otherwise provided in the contract documents, any dispute concerning a question of fact arising under the contract which is not disposed of shall be decided after a hearing by the Purchasing Director, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Purchasing Director shall be final and binding; however, the contractor shall have the right to appeal said decision to a court of competent jurisdiction.

XIX. Substitutions

Bidders offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.

XX. Ineligible Bidders

The County may choose not to accept the bid of a bidder who is in default on the payment of taxes, licenses, or other monies due to the County. Failure to respond three (3) consecutive times for any given commodity/service may result in removal from the supplier list under that commodity/service.

XXI. Alterations Of Documents

Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm's solicitation response. If there are "exceptions" or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXII. Termination For Convenience

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered or accepted. The County Notice of Termination may provide the contractor thirty (30) days prior notice before it becomes effective. However, at the County's sole option a termination of convenience may be effective immediately and may apply to delivery orders (if applicable) or to the contract in whole.

XXIII. Inter-governmental Agreement

Other cities and Authorities located in Cobb County will be allowed to purchase identical items at the same price and upon the same terms and conditions, pursuant to the Intergovernmental Cooperative Purchasing Agreements entered into between the BOC and Cobb County Governmental entities listed under the Intergovernmental Cooperative Purchasing Program. These entities include the Cobb County Board of Education and Cities of Acworth, Austell, Kennesaw, Smyrna, Marietta, and Powder Springs and the Cobb County-Marietta Water Authority and the Cobb-Marietta Coliseum and Exhibit Hall Authority.

XXIV. Indemnification and Hold Harmless

By submission of a bid, the selected responding firm agrees to the fullest extent permitted by law to indemnify Cobb County and protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any firm or sub-consultant; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by

the responding firm or other party performing the work, as approved by Cobb County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXV. Special Terms and Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. <http://www.dot.state.ga.us/eo-div/index.shtml>

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.
 - a. DBE businesses are requested to identify such status at the time they register as a vendor.
 - b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.
 - c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report*, **EXHIBIT C**. Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXVII. Americans With Disabilities Act

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations.

XXVIII. Evidence of Compliance with Georgia Security & Immigration Compliance Act

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

- _____ 500 or more employees;
- _____ 100 or more employees; or
- _____ fewer than 100 employees

(Contractor must initial appropriate category).

Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

- (1) To secure from the subcontractor(s) such subcontractor(s)' indication of the employee-number category applicable to the subcontractor(s); and
- (2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
- (3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

SEE AFFIDAVITS ON FOLLOWING PAGES

**CONTRACTOR AFFIDAVIT & AGREEMENT
EXHIBIT A**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1). The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: _____ Date: _____
Authorized Officer or Agent
[Contractor Name]

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

**SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: _____
Authorized Officer or Agent
[Contractor Name]

Date: _____

Title

Printed Name

Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

Notary Public
My Commission Expires:

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

EXHIBIT B

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION
FORM**

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

**This information is acquired for informational purposes only and will
have no bearing on the award unless otherwise stated**

Instructions for Completing Exhibit C

Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

*** **Instructions** ***

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.
3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed \$750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed \$17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C
Cobb County Government Disadvantaged
Business Enterprise Participation Report

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: _____ Period Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**
Cobb County Project Name: _____ Bid or P.O. Number: _____
Cobb County Department or Agency receiving service or product: _____
Description of Purchased Service/Product: _____
Full Contracted Amount: \$_____ Payment amount requested at this time: \$_____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

Subcontractor Business Name	Type Service or Product Supplied	Subcontractor Business/Contact Tel. Number	Actual Dollar Value of Subcontractor Participation this Reporting Period
			\$
			\$
			\$
			\$
			\$
			\$

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

Purpose

This document constitutes a request for sealed bids from qualified and experienced vendors to provide approximately 400 **American Body Armor Xtreme Force XTF-II** Ballistic Body Armor with one (1) soft trauma insert, one (1) hard plate, and one (1) additional NS concealable carrier with 2" and 4" straps for the Cobb County Police Department. Each armor order will require either a 5" X 8" hard trauma plate or 7" X 9" hard trauma plate.

This Invitation To Bid envisions one single provider with end-to-end responsibility for the measurement, custom fit, order, delivery, and if required the refitting/resizing of the ballistic body armor. The vendor must demonstrate the capability of providing qualified, prompt, timely customer service to the department so that departmental operations are not hindered in any way through the process of measuring, ordering, supplying, and custom fitting departmental officers. The vendor must agree to provide or replace vests to existing and/or new officers within forty-five (45) days. The vendor shall provide a quote to rework vest panels that are less than three years old, in order to make a new custom fit for another Cobb County Police Officer, rather than dispose of armor still well within warranty. The vendor should provide no fee service to refit/resize armor within thirty (30) days, in instances where the armor does not fit the officer after receipt and/or while being worn under job circumstances.

The vendor shall deliver these services at any Cobb County Police Department facility or at the Cobb County Department of Public Safety Training Center, or at the Cobb County Department of Public Safety Supply Facility located at 1596 County Services Parkway, Marietta, Georgia, 30008.

The submission of a bid shall be prima-facie evidence that the bidder has full knowledge of all conditions in this Invitation To Bid (hereinafter "ITB"). Cobb County reserves the right, in its sole discretion, to accept or reject any and all bids.

PART I

SPECIAL INSTRUCTIONS AND CONDITIONS:

Any communication between representative of the Cobb County Department of Public Safety and/or Cobb County Police Department and a vendor shall not be binding between the parties unless in writing.

- 1) **The bid opening is scheduled for July 9, 2009. It should be noted however, that bids will not be accepted by the Cobb County Purchasing Department after 12:00 p.m. on the day of the bid opening. Bids should be addressed to: The Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, Georgia, 30008.**

- 2) Units to be Purchased: Cobb County Police Department estimates the approximate purchase of 400 units of ballistic body armor during the six-month contract term, expiring from the date of the award. The final purchase amount may vary from this estimate. The County is not fiscally responsible to the vendor to purchase any specific amount of ballistic body armor.
- 3) Vendor Responses: The vendor shall respond to each requirement outlined in this ITB and in the same format as the ITB. The response, at a minimum, should cite the ITB reference number and acknowledge compliance. In the event the vendor's proposal differs from the requirement, this should be specifically noted and explained. Vendors responding to this ITB shall submit one (1) original, two (2) copies of their response to the proposal.
- 4) Contract Length: The vendor shall furnish all labor, materials, and supplies, as per accepted bid and contract, for a six month term, expiring from the date of the award. The pricing must be firm for the contract term. The vendor must provide the ballistic body armor and provide related services subject to the provisions of the contract and item five (5) below and per the terms of the enclosed Agreement.
- 5) Conditions of Termination of Contract: The contract, mutually agreed upon and entered into between the Cobb County Police Department and the selected vendor, may terminate upon any of the following conditions:
 - a. Termination of Contract For Non-Performance - The Cobb County Police Department may terminate the contract resulting from this solicitation at any time the performance of the contract is unreasonably delayed or the vendor fails to carry out the provisions of the contract, or if, in the opinion of the Director of Public Safety or his designee, the performance of the contract is unreasonably delayed, or the vendor is violating the contract conditions. Such determination of delay or non-performance shall be at the sole discretion of the Director of Public Safety, or his designee. The Cobb County Department of Public Safety should provide the vendor proper notice of insufficient service delivery and to formally request the vendor to remedy the service shortfall. If after such notice, the vendor fails to remedy such conditions, the Cobb County Department of Public Safety may in writing, terminate the contract without further notice to the vendor and order the vendor to immediately vacate the premises.
 - b. Funding-Out Clause - Notwithstanding any contrary provision of this Agreement, each payment obligation of the Cobb County Police Department created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of the equipment or functionally similar equipment. If such funds are not allocated and available, this Agreement may be terminated by the Cobb County Police Department at the end of the period for which funds are available. The Cobb County Police Department shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the Cobb County Police

- c. Limitation of Local Debt: In accordance with O.C.G.A. 36-60-13 (a) and Article 9, Section 5, Part I of the Georgia Constitution (1983), this contract shall terminate absolutely and without further obligation on the part of the County at the close of the initial term of this contract.
- d. Applicability of O.C.G.A. § 36-60-13(a): Any contract shall contain O.C.G.A. § 36-60-13(a) (1) through (4), if applicable.
- e. Lack of Funding: In accordance with O.C.G.A. 36-60-13 (b) (1) this contract will terminate immediately and absolutely at such time as appropriated funds and otherwise un-obligated funds are no longer available to satisfy the obligations of Cobb County.

6) Conditions:

- a. All bid responses should be legible and must be audited prior to submission to ensure correctness.
- b. All bid responses submitted shall become the sole property of Cobb County and the Cobb County Department of Public Safety.
- c. Current Customers: Vendors shall submit, with their proposal, a complete list of at least five (5) current customers for whom they provide similar ballistic body armor. The list shall contain a contact person's name and the phone number along with a brief description of the project size and scope.
- d. All expenses incurred in the preparation of the vendor's response shall be the responsibility of the submitting vendor.
- e. Vendor must provide written confirmation from the manufacturer, that they are an authorized distributor (to include maintenance/service) prior to contract award.
- f. Brand names, model, and specifications are specified and can not be substituted with a brand, model, or other specification of equal quality and performance.
- g. All questions concerning the ballistic body armor and specifications of this ITB must be directed in writing, to:

Cobb County Purchasing Department
1772 County Services Parkway
Marietta, Georgia 30008
Fax Number (770) 528-1154 E-Mail: purchasing@cobbcounty.org

Deadline for questions are June 30, 2009 at 05:00 p.m.

The quantities listed in this ITB represent the Cobb County Police Department estimated requirements during the contract period. The Cobb County Police Department will be neither obligated by nor restricted to the quantities indicated.

- 7) Confidential Information Statement: By submitting a response to this ITB, the proposed vendor acknowledges and shows, it understands Cobb County is a government entity and any submitted proposals, or subsequent submissions are subject to the Georgia Open Records Act, O.C.G.A. § 50-18-72, et seq.

PART II - GENERAL REQUIREMENTS

General Requirements:

Vendors responding to this Invitation To Bid shall, in addition to the previously stated requirements, comply with the following information:

- 1) The vendor must be an established, authorized distributor of the product lines that they are offering. The vendor shall provide technically qualified, certified, professional employees to perform the task of measuring and fitting the ballistic body armor. All material and equipment shall be new without blemish or defect, conforming to requirements of the referenced specifications for the class, kind, type, size, grade and other details as outlined per the manufacturer's recommendation.
- 2) The Cobb County Police Department occasionally has a large number of officers in training at the Police Academy. Also, a large number of current body armor will expire soon. Therefore, it is imperative that the vendor can provide timely and qualified service to measure, custom fit, order, and to deliver large quantities of body armor. Subsequently, the vendor must be able to provide qualified fitters to measure and fit large groups of Cobb County Police Officers in a timely fashion at the Department of Public Safety Supply facility, the Department of Public Safety Training Center, or at any Cobb County Police Department facilities upon request. The vendor must be willing to accommodate the Cobb County Police Department by providing qualified personnel, if requested, during non-traditional business hours in order to fit officers from varying shift assignments. The vendor must be able to provide these fitters/measurers within two business days (48 hours) of the request. It should be noted that there will also be occasions when the department hires an officer or two at one time, so the vendor must also provide timely service, within two business days (48 hours), if requested, by telephone or email request for routine measuring and fitting needs of a small number of officers or even one officer.
- 3) The intent of these specifications is to ensure that the systems described in this ITB are furnished and serviced by technically experienced firms.

- 4) The vendor shall furnish the Cobb County Police Department a manufacturer written warranty to cover the ballistic body armor and accessories against defects in workmanship and material for a period of five (5) years of operation under normal use and service.
 - a. Exact period of warranty
 - b. Any special extended warranty offered
 - c. Name and address of local warranty service and service hours
 - d. Availability of direct factory service and parts
 - e. General statement of warranty policy
 - f. The Vendor shall submit copies of applicable warranties upon request by the County

- 5) Vendors responding to this ITB shall submit one (1) original, two (2) copies of their response to the proposal.

- 6) Bid Duration:

Bids submitted in response to this ITB must be valid for a six-month period from the date of the award and must be so marked.

- 7) The Pricing Bid Cover Sheet:

The bid must contain a price proposal sheet and is attached as exhibit "A".

PART III - SERVICES TO BE PERFORMED

SERVICE REQUIREMENTS:

- 1) The Cobb County Police Department anticipates purchasing approximately 400 units of ballistic body armor for new hires, and to replace expiring ballistic armor.
- 2) The vendor is responsible for completely servicing the product upon delivery on an "as requested" basis.
- 3) All ballistic body armor must be received within 45 days of purchase and delivered to the Cobb County Department of Public Safety Supply Unit located at 1596 County Services Parkway, Marietta, Georgia 30008.
- 4) The Vendor shall advise the County of any item that is not available or will be backordered at the time the order is placed. The Cobb County Police Department shall be immediately notified by the Vendor if an existing order will be delayed or not be exactly as ordered.
- 5) The Vendor shall provide notification to the Cobb County Police Department of any technical changes to the product design and/or defects of any listed law enforcement equipment and/or supplies.
- 6) Vendor is responsible for complete service and the warranty on all workmanship and materials provided by the vendor for a minimum of five (5) years from the date the equipment is issued.

- 7) Warranty:
- a. The Vendor hereby warrants itself that for a period of five (5) years from the date of final acceptance, they will at their own expense and without cost to the County, replace all defective parts, and make any repairs that may be required or made necessary by reason of defective design, material or workmanship.
 - b. Warranty conditions: The Vendor shall provide, upon request by the County, a clear and concise statement of the terms and conditions of warranty, including the period and extent of coverage for all defects in material, workmanship and design. The warranty shall be specified for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers.
 - c. Claims: The Vendor shall provide “on the spot” settlement of warranty claims or disputes and authorize local representatives to act on the equipment manufacturer’s behalf.

SERVICING, FITTING AND ACCEPTANCE

- 1) Vendor will cooperate fully in any scheduling requirements of the Cobb County Police Department. The Department of Public Safety will designate a coordinator for ballistic body armor, and the vendor will be responsible for keeping that coordinator informed of progress at all times.
- 2) Vendor shall appoint a single point of contact that will be accessible to the Cobb County Police Department during routine business hours during the term of the Agreement.
- 3) Vendor must provide qualified measurers and fitters to perform the vest fitting of officers within 48 business hours of an email or telephone request.
- 4) Vendor shall agree to provide no fee service to refit/resize armor within thirty (30) days, in instances where the armor does not fit the officer after receipt, and/or when alterations are needed after being used under field circumstances.
- 5) Vendor shall agree to rework vest panels that are less than three years old, in order to make a new custom fit for another Cobb County Police Officer, rather than the County to dispose of ballistic body armor within warranty. The bid shall include the price for each ballistic body armor re-cut that the Cobb County Police Department requests. The vendor shall provide a quote to rework vest panels that are less than three years old, in order to make a new custom fit for another Cobb County Police Officer. The Cobb County Police Department estimates that there would not be more than twenty (20) submissions of ballistic body armor re-cuts.

PART IV - EQUIPMENT SPECIFICATIONS:

- 1) American Body Armor Xtreme Force XTF-Level II ballistic body armor with soft trauma insert.
- 2) One (1) additional NS Concealable Carrier with 2" and 4" straps.
- 3) One (1) 5" X 8" Impac S.T. Plate per ballistic body armor or one (1) 7" X 9" Impac S.T. Plate, depending on officer fit.

Attachment "A"

Pricing Bid Cover Sheet
Cobb County Police Department
Purchase and Delivery of Ballistic Body Armor
Sealed Bid #09-5427

Name & Title of Proposal Point of Contact:

Telephone Number:

- 1) Price for one (1) American Body Armor Xtreme Force XTF-Level II ballistic body armor. \$_____ (each)
- 2) Price for one (1) additional NS Concealable Carrier. \$_____ (each)
- 3) Price for one 5" X 8" Impac S.T. Plate. \$ _____(each)
- 4) Price for one 7" X 9" Impac S.T. Plate. \$ _____(each)
- 5) Price for one (1) rework of three-years old or less, ballistic body armor panels to resize and reuse and one (1) NS Concealable Carrier.
\$ _____ (each)