



COBB COUNTY PURCHASING DEPARTMENT

1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400 /FAX (770) 528-1154
Email: purchasing@cobbcounty.org
www.purchasing.cobbcountyga.gov

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

ALL bids **MUST** be received at the Cobb County Purchasing Department.

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

Any bid 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 delivered to:

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

**All bid prices shall be submitted on the Bid Form included in the bid/proposal.
Any revisions made on the outside of the envelope WILL NOT be considered.**

PLEASE CHECK bid specifications and advertisement for document requirements.

Documents/Forms listed below **MUST** be submitted when required.

Omission of these documents / forms will cause your bid/proposal to be declared **NON-RESPONSIVE**.

- **BID SUBMITTAL FORM**
 - ▶ *Official Signature is required on this form guaranteeing the quotation.*
- **CONTRACTOR AFFIDAVIT and AGREEMENT - Exhibit A - (Not Required)**
 - ▶ *Affidavit **MUST** be signed, notarized and submitted with any bid requiring the performance of physical services. If the affidavit is not submitted at the time of the bid, bid will be determined non-responsive and will be disqualified.*
- **BID BOND- (Not Required)**

If your firm is classified as a Disadvantaged Business Enterprise (DBE) please complete Exhibit B with bid response. A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business.

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 routed to the proper location for consideration. No bid will be accepted after the date and time specified.

Thank you in advance for your cooperation.

ADVERTISEMENT FOR BIDS
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: NOVEMBER 17, 2011

Cobb County will receive Sealed Bids before 12:00 NOON, NOVEMBER 17, 2011 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

SEALED BID # 12-5620
PURCHASE OF BODY ARMOR FOR THE COBB COUNTY SHERIFF'S DEPARTMENT
COBB COUNTY SHERIFF'S 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

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.

The Georgia Security and Immigration Compliance Act Affidavit form must be submitted with all bid packages involving the "performance of physical services" in order to be considered.

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

Advertise: NOVEMBER 4, 11, 2011



BID SUBMITTAL FORM

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

BID/PROJECT NUMBER: 12-5620
PURCHASE OF BODY ARMOR FOR THE
COBB COUNTY SHERIFF'S DEPARTMENT

DELIVERY DEADLINE: NOVEMBER 17, 2011 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

BID OPENING DATE: NOVEMBER 17, 2011 @ 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 Bid Number 12-5620; 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: November 4, 11, 2011

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 12-5620 DATE: November 17, 2011

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Purchase of Body Armor for the
Cobb County Sheriff's Department

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE



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 12-5620
PURCHASE OF BODY ARMOR FOR THE
COBB COUNTY SHERIFF'S DEPARTMENT**

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: _____



Cobb County...Expect the Best!

INVITATION TO BID

SEALED BID # 12-5620

PURCHASE OF BODY ARMOR FOR THE COBB COUNTY SHERIFF'S DEPARTMENT

BID OPENING DATE: NOVEMBER 17, 2011

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 1 COPY 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.



INVITATION TO BID

Purchase of Body Armor

Cobb County Sheriff's Office -Administrative Services

Sealed Bid #12-5620

PART I	INSTRUCTIONS AND CONDITIONS -	Page 2
PART II	GENERAL REQUIREMENTS -	Page 4
PART III	SERVICES TO BE PERFORMED -	Page 5
PART IV	EQUIPMENT SPECIFICATIONS-	Page 7
PART V	INSURANCE AND BOND REQUIREMENTS -	Page 7
	GENERAL TERMS AND CONDITIONS	Page 9
ATTACHMENT "A"	BID FORM	Page 20
ATTACHMENT "B"	SPECIFICATIONS ON BODY ARMOR APPROVED COBB COUNTY SHERIFF'S OFFICE	Page 21

**Purchase of Body Armor
Cobb County Sheriff's Office– Administrative Services
Sealed Bid #12-5620**

PURPOSE

This document constitutes a request for sealed bids from qualified and experienced vendors to provide Body Armor to the Cobb County Sheriff's Office. This Invitation to Bid (ITB) envisions a single provider with end-to-end responsibility for the procurement and servicing of Body Armor. Body armor is considered a critical component of the safety equipment utilized by our deputies. The quality, performance and reliability of the Body Armor are a high priority to this agency.

The Cobb County Sheriff's Office Administrative Services is located at 185 Roswell Street Georgia, 30090-9650.

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

INSTRUCTIONS AND CONDITIONS:

Any communication between representative of the Cobb County Sheriff's Office and a vendor shall not be binding between the parties unless in writing.

- 1) **Bids are due to the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 before 12:00 (noon) on Thursday, November 17, 2011. 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.**
- 2) 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 bid.
- 3) Employment Discrimination: The vendor shall be required to comply with all applicable statutes prohibiting employment discrimination and will be required, as part of the response, to certify as follows:

The vendor will not discriminate against any employee or applicant for employment because of race, sex, age, color, religion, national origin, or handicap, except where it is a bonafide occupational qualification reasonably necessary to the normal operation of the vendor.

- 4) Contract Length: The vendor shall furnish all labor, materials, and supplies, as per accepted bid and contract, necessary to provide body armor for a period of one year, with the option of two (2) one (1) year renewal periods, subject to the provisions of the contract, item five (5) below and per the terms of the enclosed Agreement.

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as: documented changes to Producers Price Indexes; Consumer Price Indexes; or a manufacturer's published notification of price change(s).

Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the original contract term. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturers' or distributors' level shall be reflected in a reduction of the contract price(s) to Cobb County retroactive to the effective date of the price reduction(s).

5) Conditions of Termination of Contract: The contract, mutually agreed upon and entered into between the Cobb County Sheriff's Office and the selected vendor, may terminate upon any of the following conditions:

- a. Termination of Contract For Non-Performance - The Cobb County Sheriff's Office 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 Sheriff 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 in the sole discretion of the Sheriff or his designee. The Cobb County Sheriff's Office shall reasonably provide the vendor with notice of any conditions which are hindering vendor's performance and if, after such notice, the vendor fails to remedy such conditions, the Cobb County Sheriff's Office may, in writing and at its option, 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 Sheriff's Office 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 Sheriff's Office at the end of the period for which funds are available. The Cobb County Sheriff's Office shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the Cobb County Sheriff's Office in the event this provision is exercised, and the Cobb County Sheriff's Office shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the Cobb County Sheriff's Office to terminate this Agreement in order to purchase, lease, or rent similar equipment from another party.
- 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 are to be written to assure legibility, and must be audited prior to submission to ensure correctness.
- b. All bid responses submitted shall become the sole property of the Cobb County Sheriff's Office.
- c. Current Customers: Vendors shall submit, with their bid, a complete list of at least five (5) current customers for whom they provide similar Body Armor. The list shall contain a contact person's name and the phone number along with a brief description of the size and scope of this project.
- d. All expenses incurred in the preparation of the vendor's response shall be the responsibility of the submitting vendor.

- e. Vendor shall be required to provide written confirmation from the manufacturer that they are an authorized distributor (to include maintenance/service) prior to contract award.
- f. Brand names are specified and can be substituted with an approved alternant of equal or greater quality and performance subject to the approval of the Cobb County Sheriff's Office. Such determination by the Sheriff's Office shall be final.
- g. All questions concerning the Body Armor equipment 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 is Tuesday, November 8, 2011 at 05:00 p.m.

- o. The quantities listed in this ITB represent the Cobb County Sheriff's Office estimated requirements during the contract period. The Cobb County Sheriff's Office will not be obligated by nor restricted to the quantities indicated.
 - p. Price: The price shall remain firm for the length of the bid award.
- 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.
- 8) ITB Evaluation: An award shall be made to the lowest cost responsive and responsible Bidder.

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 must have a representative on-site at the Sheriff's Office at least twice per month to measure employees for the armor. The times shall be mutually agreed upon by Sheriff's Office staff and vendor. All measurement must be under the direct supervision of technically qualified, certified full-time employee of the vendor. Vendor must guarantee that the armor will fit satisfactorily upon delivery. Vendor must agree to provide alterations or replacements at no cost until the wearer is satisfied with the fit. 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. All equipment must be received within eight (8) weeks of the order date. The location for all measurements and deliveries will be the Cobb County Sheriff's Office, 185 Roswell Street, Marietta, GA 30090-9650.
- 2) The intent of these Specifications is to ensure that the body armor described in this ITB is furnished and serviced by a technically experienced firm.

- 3) The vendor shall furnish the Cobb County Sheriff's Office with a written warranty to cover the Body Armor and accessories against defects in workmanship and material for a period of five (5) years of operation under normal use and service. The vendor shall provide the following information relative to the warranty:
 - 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
- 4) Vendors responding to this ITB shall submit one (1) original, two (2) copies of their response to the Cobb County Purchasing Department.

On each item offered, the minimum acceptable warranty shall be that the Vendor will replace all items which fail due to defects in material and workmanship at no cost to the County for a period of five years.

- 5) Taxes shall not be included in the bid price.
- 6) Acknowledge that Cobb County retains the right, in its sole discretion, to accept or reject, in part or in whole, any or all proposals submitted. Cobb County also reserves the right, in its sole discretion, to reject any or all proposals should it deem that course of action to be in the best interest of the County.
- 7) Vendors may be required to provide sample product(s) of the items listed in Part IV – Equipment Specifications for product evaluation and said samples will become the property of Cobb County Sheriff's Office. Product evaluation will not exceed fifteen calendar days.
- 8) Bid Duration:
 - a. Bids submitted in response to this ITB must be valid for a period of sixty (60) days from bid submission deadline and must be so marked.
- 9) Bid Form:
 - a. The bid must contain the bid form- see Attachment "A".

PART III - SERVICES TO BE PERFORMED

SERVICE REQUIREMENTS:

- 1) The vendor is responsible for completely servicing the product upon delivery on an "as requested" basis.
- 2) Vendor must be able to measure each employee for proper fitting a minimum of two (2) times a month. Fittings shall be conducted on site during normal business hours, Monday through Friday, with the exception of recognized holidays.
- 3) Adjustments and Alterations - any body armor that does not fit properly shall be returned to the manufacturer for alternation. All such adjustments shall be performed within fourteen (14) days or less and at no charge to the County.
- 4) Repairs - The vendor must repair or replace any and all body armor that becomes unserviceable because of manufacturing or service defects during the five (5) year warranty period.
- 5) All Body Armor Vest must be received within eight (8) weeks of purchase and delivered to the Property Section of the Cobb County Sheriff's Office located at 185 Roswell Street, Second Floor, Marietta, Georgia 30090.

- 6) The Vendor shall advise the County of any item that is not available or will be backordered at the time the order is placed. Cobb County Sheriff's Office shall be immediately notified by the Vendor if an existing order will be delayed or not be exactly as ordered.
- 7) The Vendor shall provide notification to the Cobb County Sheriff's Office of any technical changes to the product design as soon as the vendor becomes aware of the change or proposed change.
- 8) Vendor is responsible for inspecting and ensuring all body armor meets manufacturing specifications and the requirements of this ITB.
- 9) Warranty:
 - a. The Vendor hereby warrants itself that for a period of five (5) year 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. Cobb County Sheriff's Office may avail itself of the Vendor's standard warranty if more beneficial to the Cobb County Sheriff's Office.
 - c. 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 components regardless of whether these components were supplied by the original product manufacturer or outside suppliers.
 - d. 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 Sheriff's Office. The Sheriff's Office will designate a coordinator for this project, and 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 Sheriff's Office staff during the term of the Agreement.

PART IV - EQUIPMENT SPECIFICATIONS:

- 1) The Body Armor bid must meet or exceed the Prism MT21 Multi Threat Ballistic II/Spike 2 with extra AJ carrier – Safariland/Second Chance Body Armor. Attachment “B” provides the technical specifications for the MT21 and carrier design specification for the AJ carrier. **Approved alternates will be considered**
- 2) Lightweight microfiber outer shell.
- 3) Anti-microbial inner lining is moisture wicking, fast drying and odor absorbing.
- 4) Microfiber “wear strip” creates a greater durability.
- 5) Shoulder epaulets hold carrier in place.
- 6) Double front plate pockets – hold 5”X8” and 7”X10” inserts.
- 7) Eight (8) points of adjustment.
- 8) 4” removable side elastic straps - Velcro® closure
- 9) 2” removable elastic should straps - Velcro® closure.
- 10) Interior suspension system to stabilize ballistic pad.
- 11) Tapered lower front corners for better fit.
- 12) Zippered bottom closure.
- 13) Available in both male and structured female.
- 14) Ballistic Material: Ballistic/Spike Material Twaron Microfilament flex woven Aramid & Twaron Microflex.
- 15) Pad Cover: 100% waterproof seam sealed rip stop nylon.
- 16) NIJ Standard: 0101.06 and .0115.00.
- 17) Threat Type: Type II / Spike Level 2
- 18) Areal Density: .87 lbs/ft².
- 19) Thinness [inches] .358
- 20) Avg. Coverage Size Large: 459.52 in².
- 21) V50 9mm [ft/s] 1684.
- 22) V50 .357 Mag [ft/s] 1684
- 23) Backface Average 9mm [mm] 23
- 24) Backface Average .357 [mm] 36
- 25) Vest color – beige
- 26) ABA (American Body Armor) Carrier – Impulse (see Attachment “B” for carrier specifications)
- 27) Extra Carrier
- 28) Soft Trauma Plates

PART V: INSURANCE AND BOND REQUIREMENTS

INSURANCE TO BE PROVIDED BY VENDOR

- 1) **Insurance** - The successful bidder shall submit, prior to performing any work under this contract, a certificate of insurance, certified by his insurance company that he is carrying insurance in accordance with the following table. Said certificate shall become a part of the contract agreement. Cobb County and its officials, including the Cobb County Sheriff, will be listed as additional party's insured. Insurance will be written by a company that has an A. M. Best's Rating of A- VIII or is otherwise acceptable by the County. A sixty (60) day notification of any insurance policy cancellation will be provided to Cobb County and the Sheriff's Office. The Sheriff's Office reserves the right to request certified copies of the vendor's insurance policies. The insurance company shall be licensed to do business in the State of Georgia.

A. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 combined single limit per occurrence for comprehensive coverage including bodily injury, personal injury and property damage. These limits may be satisfied by purchasing excess liability insurance coverage.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage including all owned, hired, and non-owned.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Georgia and Employers Liability.

B. DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insurance retentions must be declared to and approved by the Owner. At the option of the Owner, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers officials, and employees; or the Contractor shall procure a bond guaranteeing payment of losses related to investigations, claim administration and defense expenses.

C. OTHER INSURANCE PROVISIONS

1. General Liability, Automobile Liability insurance.
 - A. The Owner and its officers, officials, employees and volunteers are to be covered as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor.
 - B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner and its officers, official's employees or volunteers.
 - C. The Contractor is responsible for insuring its own property and equipment.
2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Owner and its officers, officials, employees and volunteers for losses arising from the work performed by the Contractor for the Owner.
3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Owner, Cobb County, in the care of the Cobb County Sheriff's Office.

D. ACCEPTABILITY.

Insurance is to be placed with insurers with a Best's rating of no less than A: VII, or otherwise acceptable to the Owner.

E. VERIFICATION OF COVERAGE.

Contractor shall furnish the Owner with certificates of insurance and with original endorsements effecting coverage required by this clause. These certificates and endorsements for each insurance policy are to be signed by certificates and endorsements are to be received and approved by the Owner before any work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies at any time.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as an additional insured under its insurance or shall ensure that subcontractors have met the insurance requirements of this agreement. Owner may request evidence of subcontractor's insurance.

Cobb County 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.

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.

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.

Invitations to Bid (ITB) issued by Cobb County are advertised on the Cobb County Internet site, www.purchasing.cobbcountyga.gov 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 in writing **by 5:00 pm November 8, 2011** in order for a reply to reach all bidders before the close of the bid. Any information concerning an Invitation to Bid (ITB) will be furnished to all prospective bidders as an addendum if such information is necessary or if the lack of such information would be prejudicial to uninformed bidders.

Submit questions in writing to:
Cobb County Purchasing Department
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

The written bid documents supersede any verbal or written communication between parties. Addenda are posted on the Purchasing web site: www.purchasing.cobbcountyga.gov. Receipt of addenda should be acknowledged in the bid. It is the bidder's ultimate responsibility to ensure that they have all applicable addenda 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. **All bids shall be submitted on the Bid Proposal Form. Any revisions**

made on the outside of the envelope will not be accepted. 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 (48 hours) after the conclusion of the bid opening. 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. Bid withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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.

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. 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 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.

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. 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.

XI. County Furnished Property

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

XII. Rejection of Bids

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

XIII. 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. The County reserves the right to make alterations to Sample Contracts.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. Compliance with Georgia Security and Immigration Compliance Act
Contractor Affidavit and Agreement **(EXHIBIT A) - Not Applicable**

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/eoo-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.

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: Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Business: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

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/ITB 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 Monthly Participation Report*** with each Cobb County Government-issued Purchase Order.
2. Contractor/Vendor completes this report for each billing period and attaches it to the invoice to then be sent to the County department/agency receiving the service or product.
3. Upon receipt of a Contractor/Vendor invoice and DBE report, the County department/agency receiving the service or product should keep a copy of the completed DBE report for their reporting process. In order to add or verify the prime contractor is registered as a DBE vendor in AMS, the County department/agency should send a copy of the DBE report to:

Cobb County Purchasing Division
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.
4. The business meets the Small Business Administration's size standard for a small business. Its annual gross receipts for the three previous fiscal years cannot have exceeded \$22,410,000. Depending on the type of work the business performs, other size standards may apply.
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
Monthly Report

Contractor/Vendor: Please keep this blank report to make copies as needed. Print or type in the report, then send the completed report to the County department/agency receiving the service or product.

County Departments: Keep a copy of this completed report and use the dollar figures to input into your quarterly DBE report to the DBE Liaison (Records Management Division). If you already have a similar reporting method of gathering the dollar figures continue to use it. Send a copy of this completed report to the Purchasing Division (Attn: DBE Report) to add or verify the prime contractor is registered as a DBE vendor in AMS.

Submitted by: _____ Month 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 a DBE business? YES _____ NO _____
- 2. Are YOUR subcontractors DBE vendors? YES _____ NO _____

Please provide information below for each participating DBE subcontractor(s).

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

Submitted by: _____
Printed Name

Title or position: _____

Signature of Authorized Representative

Date Completed: _____

Attachment "A"

**Bid Form
Purchase of Body Armor
Cobb County Sheriff's Department - Administrative Services
Sealed Bid #12-5620**

Name and Title of Proposal Point of Contact:

Telephone Number:

The Cobb County Sheriff's Office shall pay and the vendor shall accept, as full and complete payment, \$_____ per Prism MT21 Multi Threat Ballistic II/Spike 2 with extra carrier or an approved alternate of equal or greater quality and performance, subject to approval of Cobb County Sheriff's Office.

The estimated quantities for the first year of the contract are seventy-five (75) sets of Body Armor. The quantities listed represent the Cobb County Sheriff's Office current estimated requirements. The Cobb County Sheriff's Office will not be obligated by nor restricted to the quantity(s) indicated.

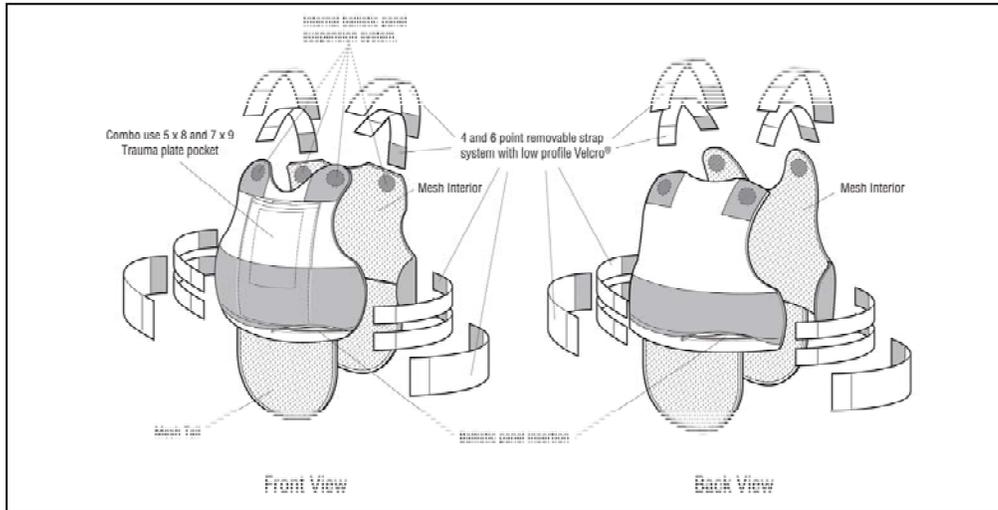
Attachment "B"

**Technical Specifications - Prism MT21 Multi Threat Ballistic II/Spike 2
Carrier Specifications - AJ carrier
Cobb County Sheriff's Office
Sealed Bid #12-5620**



CARRIER DESIGN SPECIFICATION

AJ Carrier



Former Brand	American Body Armor (ABA)
Name of Carrier	AJ Carrier
Outer Shell Material	Double Cloth Nylon LiteLok with Nano-Sphere Repellency
Inner Lining Material	Anti-Microbial Nylon Warp Knit Mesh
Armor Panel Access	Exterior, Hidden Zipper (Front and Back)
Armor Suspension System	Internal Velcro Hook and Loop
Type of Plate Pocket	Dual, External, Top Loading, 5x8, 7x9 (Front Only)
Closure Fastening System	Removable, 4 Point, 6 Point, High Profile Velcro
Pockets / Pouches	Not Applicable
Retention Tails	Tails - Front and Back
Additional Features	Strap Kit - Includes 2 Sets of Shoulder 2" Strap lengths, Set of Dual Side 2" Straps, Set of Single Side 4" Straps
Sizes	Custom Sizing
Colors	Black, Navy, White, Olive, Tan, and Brown

2/4/2009

Original

EXPORT CONTROLLED DATA

These commodities, technology, or software are controlled for export in accordance with the U.S. Export Administration Regulation. Diversion contrary to U.S. law is prohibited. BAE Systems

A Product of the Safariland™ Company

TECHNICAL SPECIFICATION

Prism® Series – MT01 – Type II / Spike Level 2

Test Standard	NIJ Standard: 0101.06 and .0115.00
Model	NIJ: MS-2020S-MT21
Threat Type	Type II / Spike Level 2
Configuration	Unstructured
Armor Material	Twaron® Microflex™, Gold Shield®, Twaron® Micro-laminate, Curv® Solid Technology using High Strength Polypropylene Composite Materials with, Advanced Perimeter Stitching
Armor Panel Covering	2 ply, 70 Denier Textured Nylon Blockade with TPU lamination system
Areal Density [lbs/ft²]	1.29
Thickness [inches] <i>ASTM Standard D1777-97</i>	0.353
New V50 – .9 mm FMJ RN 124gr [ft/s]	1663
Conditioned V50 – .9 mm FMJ RN 124gr [ft/s]	1627
New V50 – .357 Mag JSP 158gr [ft/s]	1723
Conditioned V50 – .357 Mag JSP 158gr [ft/s]	1634
Backface Average – .9 mm	24.75
Backface Average – .357 Mag	30.88
<p>Additional Special Threats have been Tested at USTL in accordance with Modified/Abbreviated NIJ 0101.06 Standard IAW Sec 7.8.2 unless otherwise specified</p>	