



INVITATION TO BID – COMMODITIES 16ITBC104141B-BR

TOUGHBOOK LAPTOP

For

The Information Technology Department

BID ISSUANCE DATE: Thursday, September 22, 2016

BID DUE DATE AND TIME: Tuesday, October 25, 2016 11:00 A.M.

PURCHASING CONTACT: Brian Richmond

E-MAIL: brian.richmond@fultoncountyga.gov

Pre-Bid Conference Tele-Conference Call: Tuesday, October 11, 2016 2:00 PM

LOCATION: FULTON COUNTY DEPARTMENT

130 PEACHTREE STREET, S.W., SUITE 1168

ATLANTA, GA 30303

TABLE OF CONTENTS

Invitation to Bid

Section 1 - Instructions to Bidders, General Terms and Conditions

1. Bid Preparation
2. Receipt and Opening of Bids
3. Certification of Independent Price Determination
4. Term of Contract
5. Examination of Contract Documents
6. Addenda and Interpretations
7. Non-Collusion
8. Certificate of Acceptance for Bid Requirements
9. Conflict of Interest
10. Basis of Award
11. Samples
12. New
13. Brand Name Specifications and Approved Equivalents
14. Insurance and Risk Management Provisions
15. Indemnification
16. Taxes
17. Delivery
18. Placement of Orders
19. Rights and Remedies of County for Default
20. Invoices and Payment Terms
21. Legal Requirements
22. Assignment
23. Rejection of Bid
24. Termination
25. Debarment
26. Right to Protest
27. Binding Authority
28. Submittals

Section 2 - FORMS

- Form 1: Promise of Non-Discrimination
Form 2: Employment Report

FULTON COUNTY GOVERNMENT
INVITATION TO BID - COMMODITY
TOUGHBOOK LAPTOP

Fulton County Government "County" is soliciting Bids for the procurement of the Toughbook Laptop computer for the Information Technology Department. Bid responses must be submitted electronically using the County's on-line Vendor Self Service System. The Bidder's firm/company must be a registered Vendor in the County's AMS System in order to respond to this ITBC. Bid responses, with required attachments, must be submitted electronically **no later than 11:00 a.m., local time, on Tuesday, October 25, 2016.**

PURPOSE AND SCOPE

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

METHOD OF SOURCE SELECTION

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

BID DOCUMENTS

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

PURCHASING CONTACT

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

Fulton County Government
Department of Purchasing & Contract Compliance
Attn: Brian Richmond, Assistant Purchasing Agent
Fulton County Public Safety Building
130 Peachtree Street, S.W., Suite 1168
Atlanta, Georgia 30303
Email: brian.richmond@fultoncountyga.gov
Fax: 404-893-1732
Reference Bid #: 16ITBC104141B-BR

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

VENDOR REGISTRATION

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

If you have any questions regarding registering, please contact the County's Vendor Coordinator at (404) 612-1010.

PRE-BID CONFERENCE

TELE-CONFERENCE CALL

Date: Tuesday, October 11, 2016
Time: 2:00 PM

Any bidder who wants to participate in the Teleconference may call 1.888.251.2909 and enter access code 2543522, at least 10 minutes prior to the start of the tele-conference call. The caller must follow all prompts in order to gain access to the tele-conference.

Inquiries regarding the solicitation either technical or otherwise may be submitted in writing prior to the tele-conference and will be addressed during the tele-conference.

Only questions submitted in written form will be responded to in the form of an addendum with the County's official responses.

The Tele-Conference will be conducted for the purpose of explaining the County's bid process, the specifications/technical documents, and to provide non-binding verbal responses to questions concerning these bid specifications and to discuss issues from the Bidders perspective. However, no verbal response provided during the Tele-Conference binds the County. Only those responses to written questions that are responded to by the County in written communications will be official.

Fulton County does not discriminate on the basis of disability in the admission or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Fulton County Government should be directed to Rholanda Stanberry, Contract Compliance Administrator at (404) 612-6304 or email: rhoolanda.stanberry@fultoncountyga.gov.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items be increased, the Bidder proposes to provide the additional items at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon items received, at which time adjustments will be made to the contract amount by direct increase or decrease.

END OF SECTION

16ITBC104141B-BR TOUGHBOOK LAPTOP

INSTRUCTIONS TO BIDDERS, GENERAL TERMS AND CONDITIONS

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

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

1. BID PREPARATION

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

2. RECEIPT AND OPENING OF BIDS

Bid responses must be submitted electronically using the County's on-line Vendor Self Service System at www.fultonvendorselfservice.co.fulton.ga.us. The Bidder's firm/company must be a registered Vendor in the County's AMS System in order to respond to this ITBC. Bid responses are due **no later than 11:00 a.m., local time, on Tuesday, October 25, 2016.**

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

1. Acknowledgement of each Addendum (if applicable)
2. Purchasing & Contract Compliance Forms:
 - i. Exhibit A: Promise of Non-Discrimination
 - ii. Exhibit B: Employment Report

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

Bid shall be publicly opened, with only the names and total bid price of the bidders disclosed at the opening

3. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

4. CONTRACT TERM

This is a one-time procurement.

5. EXAMINATION OF CONTRACT DOCUMENTS

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

6. ADDENDA AND INTERPRETATIONS

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

The County will not respond to requests received after **Friday, October 14 at 2:00 P.M.**

7. NON-COLLUSION

By submitting a Bid, the Bidder certifies that this bid is made without prior understanding, agreement or connection with any other corporation, firm or person submitting a bid for the same work, labor or service to be done or the supplies, materials or equipment to be furnished and is in all respects fair and without collusion or fraud. Bidder further understands collusive bidding is a violation of state and

federal law and can result in fines, prison sentences and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that person signing is authorized to sign this bid or proposal for the bidder.

8. CERTIFICATE OF ACCEPTANCE

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

9. CONFLICT OF INTEREST

Bidder states that no County officer or employee, nor any business entity in which they have an interest: a) Has an interest in the contract awarded; b) Has been employed or retained to solicit or aid in the procuring of the resulting contract; c) Will be employed in the performance of such contract without immediate disclosure of such fact to the County.

10. BASIS OF AWARD

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

The following criteria may be considered by the County in selecting the most advantageous quote: a) Ability to perform the service required within the specified time; b) Conformance to specification; c) The quality of performance in previous contracts; d) Financial ability to perform the contract; e) Item pricing; f) Bidder references. The County reserves the right to cancel the solicitation and to reject any or all bids in whole or in part and is not bound to accept any bid if rejection of that bid is determined to be contrary to the best interest of the County.

11. SAMPLES

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

12. NEW

All items bid must be new. Used, rebuilt and refurbished items will not be considered unless specifically authorized by Fulton County in the written specifications.

13. BRAND NAME SPECIFICATIONS AND APPROVED EQUIVALENTS

Unless otherwise specified, manufacturer's names, trade names, brand names, information and/or catalog numbers listed in the specifications are intended only to identify the quality and characteristics desired. They are not intended to limit competition. The Bidder may offer any equivalent product which meets or exceeds the specifications. If bids are based on equivalent products, the bid must: a) Indicate

the alternate manufacturer's name and catalog number; b) Include complete descriptive literature and/or specifications; c) Include proof that the proposed equivalent will meet the specifications. The County reserves the right to be the sole judge of what is equal and acceptable to meet its needs in all respects. If Bidder fails to name a substitute, goods identical to the published standard must be furnished.

14. INSURANCE AND RISK MANAGEMENT PROVISIONS

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

15. INDEMNIFICATION

Bidder hereby agrees to release, indemnify, defend and hold harmless the County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all losses (including death), claims, damages, liabilities, costs and expenses (including but not limited to all actions, proceedings, or investigations in respect thereof and any outcome of any such action, proceeding, or investigation), caused by, relating to, based upon or arising out of any act or omission by contractor, it's directors, officers, employees, subcontractors, successors, assigns or agents, or otherwise in connection with its acceptance, of the performance, or nonperformance, of its obligations under this agreements.

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

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

16. TAXES

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

17. DELIVERY

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

18. PLACEMENT OF ORDERS

Orders will be placed using one of the following methods:

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

19. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If any item furnished by the Bidder fails to conform to specifications, or to the sample submitted by the Bidder, the County may reject it. Upon rejection, the Bidder must promptly reclaim and remove such item without expense to the County, and shall immediately replace all such rejected items with others conforming to such specification and samples. If the Bidder fails to do so, the County has the right to purchase in the open market a corresponding quantity of any such items and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual cost to the County. If the Bidder fails to make prompt delivery of any item, the County has the right to purchase such item in the open market and to deduct from any monies due the Bidder the difference between the prices named in the purchase order and the actual replacement cost to the County. The rights and remedies of the County identified above are in addition to any other rights and remedies provided by law or under the purchase order.

20. INVOICES AND PAYMENT TERMS

Invoices are to be mailed to the County department specified on the resulting purchase order or master agreement. All invoices must include the purchase order number or master agreement number. Failure to comply may result in delayed payments. The County payment terms are Net 30 days unless a cash discount is allowed for payment within not less than twenty (20) days. The payment term shall begin on the date the merchandise is inspected, delivered and accepted by the County.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

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

OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

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

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

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

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

21. LEGAL REQUIREMENTS

Federal, State, County and local ordinances, rules and regulations, and policies shall govern development, submittal and evaluation of quote and disputes about quotes. Lack of knowledge by any Bidder about applicable law is not a defense.

22. ASSIGNMENT

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

23. REJECTION OF BID

Bids may be considered irregular and may be rejected if they show omissions, alternations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind. The County reserves the right to waive minor technicalities or irregularities of bid.

24. TERMINATION

In the event any of the provisions of the purchase order are violated, the County may serve written notice of its intention to terminate the purchase order. Such notice will state the reason(s) for such intention, and unless within ten (10) days after serving

notice upon the contractor, such violation has ceased and satisfactory arrangements for correction made, the purchase order shall, upon expiration of ten (10) days, be terminated. Further, the County reserves the right to terminate for its convenience any purchase order in whole or in part upon giving thirty (30) days prior written notice to the other party.

25. DEBARMENT

If a Bidder is presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from doing business with any government agency which prohibits your firm from participating in any procurement, the Bidder must provide the County with that information as part of its response to this solicitation. Failure to fully and truthfully provide the information required, may result in the disqualification of your bid from consideration or termination of the purchase order, once awarded.

26. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal bases for the protest and specific relief sought by the protestor. Protests arising from factual or legal bases that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal bases that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such bases, but in no event shall any protest be submitted more than ten business days after the award of the contract. Untimely protests will not be considered by the purchasing agent and will be simply denied as untimely. Decisions on timeliness by the purchasing agent are not appealable. An oral protest or a protest to an official, employee, User Department, or other person apart from the Director of Purchasing & Contract Compliance does not comply.

27. BINDING AUTHORITY

The individual submitting this bid must have binding authority to submit contracts on behalf of the responding company. By submitting a response, Bidder agrees that their bid is an offer to sell. All bidders shall comply with all Fulton County purchasing laws, policies, and procedures, as well as relevant state and federal laws, including compliance with EEOC hiring guidelines and requirements under the Americans with Disabilities Act.

28. SUBMITTALS

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

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

END OF SECTION

FORM 1: PROMISE OF NON-DISCRIMINATION

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

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

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

SIGNATURE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FORM 2 – EMPLOYMENT REPORT

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

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

Do you intend to utilize lower tier suppliers? Yes No

If **Yes**, list each _____

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

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

Pacific Islander or; owned by a Non-Minority

Firm's Name: _____

Address: _____

Phone: _____

Email Address: _____

Submitted by: _____

Date: _____