

INVITATION TO BID – COMMODITIES 26ITBC1704727C-JH

Disaster Bags

For

Medical Examiner's Office

BID ISSUANCE DATE:Tuesday October 20, 2026
BID DUE DATE AND TIME: Tuesday November 17, 2026 11:00 A.M.
PURCHASING CONTACT: Joanna Hernandez at (404) 612-6127
E-MAIL: joanna.hernandez@fultoncountyga.gov

FULTON COUNTY GOVERNMENT
DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE
130 PEACHTREE STREET, S.W., SUITE 1168
ATLANTA, GA 30303

INVITATION TO BID

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INVITATION TO BID - COMMODITY

Fulton County Government "County" is soliciting Bids for the procurement of Disaster Bags for the Medical Examiner's Office. Bid responses, with required attachments, must be submitted electronically on-line **no later than 11:00 a.m**., local time, on **Tuesday November 16, 2026**.

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

In order to obtain complete information about this solicitation, please click the link below where this document and supporting documents can be downloaded, https://www.bidnetdirect.com/georgia/fultoncounty.

PURCHASING CONTACT

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

Purchasing Contact Name: Joanna Hernandez
Email: joanna.hernandez@fultoncountyga.gov
Phone: 404-612-6127

PRE-BID CONFERENCE

No Pre-Bid Conference will be held. Inquiries regarding the solicitation either technical or otherwise must be submitted in BidNet Direct prior to the Due Date. All responses to questions will be distributed as an Addendum to this ITBC and posted on the BidNet Direct website.

VENDOR REGISTRATION

Bid responses must be submitted electronically on-line through BidNet Direct. The Bidder's firm must be a registered vendor with BidNet Direct at https://www.bidnetdirect.com/georgia/fultoncounty in order to submit a response to this ITBC. **There is no charge to register, simply follow the registration path and select the "Limited Access" option.**

If you need any assistance registering or using the E-Procurement platform, please call BidNet's Support Team at 800-835-4603 ext. 2 for assistance.

END OF SECTION

SECTION 1
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 on-line via BidNet Direct (https://www.bidnetdirect.com/georgia/fultoncounty).

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. The County reserves the right to award multiple contracts for the procurement of annual contracts for goods and commodities.

2. RECIEPT AND OPENING OF BIDS

Sealed bids will be received by the Department of Purchasing & Contract Compliance electronically via BidNet Direct as described above. All submitted bid responses will be time and date stamped at the time all documents are uploaded and received.

REQUIRED SUBMITTALS: The bidder **must complete and execute** the following documents and upload as required:

1. Acknowledgement of each Addendum
2. Contract Compliance Forms
    i. Exhibit A: Promise of Non-Discrimination

Any bid responses received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have his/her bid submitted in BidNet Direct to the County for receipt on or before the stated time and date.

Bids shall be publicly opened via web conferencing, with only the names and total bid price of the bidders disclosed at the opening.

Date: Tuesday November 17, 2026
Time: 11:15 A.M.
Web Conference Link: https://zoom.us/j/93237239531

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. MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The "Commencement Term" of this Agreement shall begin on the date of execution of the Agreement in the year 2027, the starting date, and shall end absolutely and without further obligation on the part of the County on the 31st day of December 2027. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for [two], (2), one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized, nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, each Renewal Term below shall begin on the 1st day of January for the calendar year

of such Renewal Term and shall end no later than the 31st day of December of the calendar year of such Renewal Term:

c. Term Subject to Events of Termination

All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

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 via WWW.BidNetDirect.com . All responses to written request(s) will be distributed as an Addendum to this ITBC and posted on the County's website at www.bidnetdirect.com .

The County will not respond to requests received after **Tuesday November 10, 2026** 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. BID EVALUATION

a. Each Bid timely received and in the County's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***sixty calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The County may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the County and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the County will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown, and the subsequent addition of extended amounts may be verified by the County. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The County reserves the right to disapprove any proposed Subcontractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The County reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the County. Where only a single responsible and responsive Bid is received, the County may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination

whether to enter into an Agreement with such sole Bidder shall be solely within the County's discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the County to be non-responsive, provided, however, that the County reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the County, in its sole discretion, that the Bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the County reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The County intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. In addition, the Commission reserves the right to reject all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-Award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

11. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

A. **Responsiveness:** The determination of responsiveness will be determined by the following:

   a. The completeness of all material, documents and/or information required by the County.

   b. Whether the bidder has submitted a complete Bid form without irregularities, excisions, special conditions, or alternative bids for any item unless specifically requested in the Bid form.

B. **Responsibility:** The determination of the bidder's responsibility will be determined by the following

   a. The ability, capacity and skill of the Bidder to perform and/or provide the Work required.

   b. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the County that he/she is properly qualified to carry out the obligations of the Contract.

   c. The character, integrity, reputation, judgment, experience and efficiency of the Bidder.

d. The quality of performance of work on previous contracts or work; Maintains a permanent place of business individually or in conjunction with the prime contractor.

e. Has the appropriate and adequate technical experience necessary to perform the Work.

f. Has adequate personnel and equipment to do the Work expeditiously.

g. Has suitable financial means to meet obligations incidental to the work.

12. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same of different name(s).

b. Evidence of collusion among Bidders.

c. Previous participation in collusive bidding on Work for the County.
d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items.

e. Lack of competency of Bidder. The Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work.

13. BASIS OF AWARD

Awarded to the overall lowest responsive and responsible bidder (single bidder)

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. TAXES

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

20. DELIVERY

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

21. 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.

22. 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.

23. INVOICES AND PAYMENT TERMS

The awarded Vendor must be registered as a Vendor in the Vendor Self Service System at https://vss.fultoncountyga.gov/webapp/VSSPROD/AltSelfService in order for the Department of Purchasing & Contract Compliance to issue a purchase order or master agreement and for the Vendor to receive payment.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. RIGHT TO PROTEST

Any actual bidder or offeror that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing to the purchasing agent after the date that the specific bid or proposal is submitted. No protest will be accepted or considered prior to the date the specific bid or proposal is submitted; it will be considered untimely. All protests shall set forth in full detail the factual and legal basis for the protest and specific relief sought by the protestor. Protests arising from factual or legal basis that the protestor knew or should have known prior to the submission of the bid/proposal must be submitted within three business days of the submission of the bid/proposal. Protests arising from factual or legal basis that the protestor knew or should have known subsequent to the date the bid/proposal was submitted must be submitted within ten business days after the protestor knew or should have known of such basis, 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.

30. 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.

31. INTERGOVERNMENTAL COOPERATIVE PROCUREMENT STATEMENT

The County through the Department of Purchasing & Contract Compliance grants to any public serving governmental agency, authorization to purchase equivalent services or products described herein/with this solicitation at the same submitted unit bid price, terms and conditions, but only with the consent of the Contractor/Consultant/ Service Provider.

Public agencies shall have the ability to purchase the awarded goods and services from the awarded Contractor(s)/Consultant(s)/Service Provider(s) under the terms and conditions of the resultant contract. Any purchases shall be between the Contractor/Consultant/Service Provider and the participating public agency and shall not impact the Contractor's/Consultant's/Service Provider's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and the County makes no guarantee as to their participation.

END OF SECTION

BID FORM INSTRUCTIONS

Submitted To: Fulton County Government

For: **26ITBC1704727C-JH Disaster Bags**

Submitted By: _____

Bid Due Date: Tuesday November 17, 2026

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contact specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items)

$_____
(Dollar Amount in Numbers)

_____
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at

the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided 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 order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)

Item No.	*Item Description*	*Estimated Quantity*	*Unit of Issue*	*Unit price ($)*	*Total Price*
1	**Adult Disaster Bag – 94" x 36"**. Medium-weight disaster pouch/cadaver bag, envelope style, polypropylene/polyethylene woven material laminated with LDPE, 16–19 mil thickness, minimum 300-lb. capacity, heavy-duty #7 zipper approximately 133", two lockable pulls or security loop, leak-resistant construction, and meeting all applicable specifications in Section 4	2400	Each	$	$
2	**Pediatric Disaster Bag – 48" x 24"**. Envelope-style disaster bag with heavy-duty #7 two-way zipper and two sliders, HDPE woven	60	Each	$	$

	coated tarpaulin or equivalent, leak-resistant construction, and meeting all applicable specifications in Section 4				
3	**Oversized/Jumbo Adult Disaster Bag – 108" x 58"**. Jumbo disaster/cadaver bag with minimum five handles, heavy-duty #10 two-way zipper with two large sliders, HDPE woven coated tarpaulin or equivalent, leak-resistant construction, and meeting all applicable specifications in Section 4	20		$	$
	Total lines 1-3				$

****Must bid all lines**
****All shipping, freight, handling, delivery, and other transportation charges shall be included in the quoted unit price.**

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: _____

ADDRESS: _____

CITY/STATE/ZIPCODE: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____

Indicate whether your firm is certified by any governmental agency (i.e. City of Atlanta, MARTA, etc.,) or professional organization (i.e. GSMDC, WBENC, SBA, etc.,) as:

Minority Business Enterprise (MBE)

Female Business Enterprise (FBE)

Small Business Enterprise (SBE)

Disadvantaged Business Enterprise (DBE)

Small Disabled Veteran Business Enterprise (SDVBE)

BUSINESS TYPE: Corporation ____Partnership ____ Sole Proprietor ____ Other ____

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	***Address***
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION

SECTION 4
SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

1. DESCRIPTION

The Department of Purchasing & Contract Compliance is soliciting from qualified and experienced vendors to provide **Disaster Bags** the Fulton County Medical Examiner's Office.

The selected vendor shall provide disaster bags that meet or exceed the specifications outlined in this Scope of Work. The bags will be used by the Medical Examiner's Office for the secure containment and transportation of decedents during routine operations, mass-fatality incidents, disasters, and other circumstances requiring specialized **medium weight** body bags.The quantities listed are **estimated quantities** for procurement purposes and do not constitute a guarantee of purchase.

2. PRODUCT SPECIFICATIONS

The successful vendor shall furnish disaster bags/body bags in the sizes and quantities identified below.

All products shall be **new, unused, commercially manufactured, and free from defects**. Products shall meet or exceed the specifications stated herein.

A. Adult Disaster Bags – 94" x 36"
Estimated Quantity: 2,400 Each

Adult disaster bags shall meet or exceed the following specifications:

- Size: **94 inches x 36 inches**
- Disaster pouch/cadaver bag configuration
- **Envelope-style D-Shaped zipper design**
- Polypropylene/Polyethylene woven material
- Minimum load capacity: **300 pounds**
- Two-way zipper with two lockable pulls, or an equivalent web-loop security system designed to secure the bag
- Wider opening to facilitate loading and removal of the decedent: approximately 35.3/4 wide and 91" long
- Leak-resistant construction
- Impervious/resistant to blood, body fats, chemicals, and fluids
- Double-folded and sewn construction for additional leak resistance
- Chlorine-free construction
- Suitable for containment of body fluids
- Suitable for storage and use under temperature extremes normally encountered during transportation and storage
- Each bag shall be individually packaged in a polybag
- Bags should preferably be packaged **20 or more per box/case**

- Must meet applicable **OSHA 29 CFR 1910.1030** requirements for containment of body fluids – Bloodborne pathogens

B. Pediatric Disaster Bags – 48" x 24"
Estimated Quantity: 60 Each

Pediatric disaster bags shall meet or exceed the following specifications:

- Size: **48 inches x 24 inches**
- Envelope-style construction
- Heavy-duty **#7 two-way zipper**
- Two zipper sliders allowing the bag to be opened and closed at various points along the zipper
- HDPE woven coated tarpaulin or equivalent material
- Leak-resistant construction
- Impervious/resistant to blood, body fats, chemicals, and fluids
- Suitable for transportation and containment of human remains
- Suitable for storage and use under temperature extremes normally encountered during transportation and storage
- Each bag shall be individually wrapped

C. Oversized Adult/Jumbo Disaster Bags – 108" x 58"
Estimated Quantity: 20 Each

Oversized adult disaster bags shall meet or exceed the following specifications:

- Size: **108 inches x 58 inches**
- Jumbo/oversized disaster or cadaver bag
- Minimum of **five (5) handles**
- Heavy-duty **two-way zipper**
- Two large zipper sliders
- HDPE woven coated tarpaulin or equivalent material
- Leak-resistant construction
- Impervious/resistant to blood, body fats, chemicals, and fluids
- Suitable for transportation and containment of human remains
- Suitable for storage and use under temperature extremes normally encountered during transportation and storage
- Each bag shall be individually wrapped

3. VENDOR DOCUMENTATION REQUIREMENTS

To ensure that all products meet the Medical Examiner's operational and safety requirements, **all responding vendors shall provide manufacturer documentation for each proposed product.**

Documentation shall include, at a minimum:

1. Manufacturer's name and product name/model number.

2. Product dimensions.
3. Material composition.
4. Material thickness.
5. Load capacity.
6. Zipper size and configuration.
7. Construction/design specifications.
8. Packaging specifications.
9. Shelf-life information.
10. Temperature/storage specifications.
11. Leak-resistance or fluid-containment specifications.
12. Applicable OSHA compliance documentation.
13. Manufacturer's product specification sheet or technical data sheet.

4. SAMPLE REQUIREMENTS

Vendors shall provide product samples for evaluation **when requested by Fulton County**:

Product	Sample Required
Adult 94" x 36" Disaster Bag	**Yes – 1 sample**
Pediatric 48" x 24" Disaster Bag	**Yes – 1 sample**
Oversized 108" x 58" Disaster Bag	**No sample required**

The Medical Examiner's Office may inspect and evaluate samples for dimensional accuracy, material construction, zipper operation, handles, packaging, leak resistance, overall workmanship, and compliance with the specifications.
Submission of a sample does not relieve the vendor of the requirement to provide manufacturer documentation.
Samples may be retained by the County for evaluation and comparison purposes.

If Fulton County requires the vendor to submit a sample it will be sent to :
Attn: Joanna Hernandez
130 Peachtree Street SW Suite 1168
Atlanta, Georgia 30303

5. QUALITY AND ACCEPTANCE

All products delivered shall conform to the specifications submitted with the vendor's quote and the requirements of this Scope of Work.
The County reserves the right to reject products that:

- Do not meet the stated specifications;
- Are damaged or defective;
- Are improperly packaged;
- Differ materially from the approved sample;
- Do not conform to the manufacturer's documentation submitted; or
- Otherwise fail to meet the County's requirements.

6. DELIVERY AND SHIPPING

The vendor shall provide delivery of products to the Fulton County Medical Examiner's Office or other County-designated location.
No additional shipping or handling charges shall be permitted unless expressly authorized in writing by Fulton County.
The vendor shall coordinate delivery with the Medical Examiner's Office and provide appropriate advance notice of shipment when requested.

SECTION 5
CONTRACT COMPLIANCE REQUIREMENTS
Project Name & Number: 26ITBC1704727C-JH
Disaster Bags
For
Medical Examiner's Office

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT**☐, **IS**☐a Minority or Female owned and controlled business enterprise. Check the appropriate box.

☐**African American (AABE)**

☐**Asian American (ABE)**

☐**Hispanic American (HBE)**

☐**Native American (NABE)**

☐**White Female American (WFBE)**

☐**Small Business (SBE)**

☐**Service Disable Veteran (SDVBE)**

☐**Disadvantage Business (DBE)**

****If yes, Prime must submit a copy of recent certification.**

☐ Male or ☐ Female (Check the appropriate box).

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

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

_____ _____
Title Company 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 owning on a contract; and

6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: _____ **TITLE:** _____

SIGNATURE: _____

ADDRESS: _____

_____

PHONE NUMBER: _____ **EMAIL:** _____

CONTRACT AGREEMENT - COMMODITIES

This Agreement is effective as of the [insert date] of [insert month], [insert year], by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the Contractor ("Contractor") set forth below.

Contractor:	
ITBC Contract No. & Title:	
Address:	
Telephone:	
Email:	
Contact Name & Title:	

This agreement was approved by the Fulton County Board of Commissioner on [Insert approval date and item number].

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document
Exhibit 2: Contractor Bid Form Response (attached)
Exhibit 3: Contract Compliance Document
Exhibit 4: Certificate of Insurance

1. Contract Term

1.1 Initial Term: The initial term of this Agreement will be for one year. This Agreement shall commence on the [Insert Effective Date] and end on [Insert End Date]. The "Commencement Term" of this Agreement shall begin on [insert start date], the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December [Insert year]. The Commencement Term shall be subject to events of termination and the County's termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County's obligation to make payments provided under this Agreement shall be subject to the County's annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County's governing body and such obligation shall not constitute a pledge of the County's full faith and credit within the meaning of any constitutional debt limitation.

1.2 Renewal Terms: Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year ("Renewal Terms"). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been

approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2015 and shall end no later than the 31st day of December, 2015. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2016 and shall end no later than the 31st day of December, 2016. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.

1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed [Insert amount approved by BOC], (Insert dollar number in words) Example: $500,000.00 (Five Hundred Thousand Dollars and No Cents), which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

Office of the County Attorney

APPROVED AS TO CONTENT:

[insert department head name & title]
[insert user department name]

CONTRACTOR:

[INSERT COMPANY NAME]

[Insert name]
[Insert title]

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

Notary Public

County: _____

Commission Expires: _____

(Affix Notary Seal)

ITEM#:_____ RCS:_____ **RECESS MEETING**	**ITEM#:_____ RM:_____** **REGULAR MEETING**

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2
BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed [Insert Dollar Amount approved by the Board of Commissioners $123,456.78 (One Hundred Twenty Three Thousand, Four Hundred Fifty Six Dollars and Seventy Eight Cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

[Include the language below if the award was made by line item and there are multiple awardees]

This contract was awarded by line item to the lowest responsive and responsible bidder and the line item(s) awarded to [Insert Contractor Name] is attached.

EXHIBIT 3

CONTRACT COMPLIANCE DOCUMENTS