

DEKALB COUNTY



Board of Health

## **INVITATION TO BID**

**BID No.: 23-2017/2018-RFQ03**

## **CONDOMS**

### **OFFERED BY:**

**DEKALB COUNTY BOARD OF HEALTH  
OFFICE OF PURCHASING  
445 WINN WAY  
DECATUR, GEORGIA 30030**

*Bidder is cautioned to carefully read the instructions and the attached sheets' terms and conditions. Failure to adhere to these instructions and terms and conditions may result in rejection of bid.*

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<b>INVITATION TO BID No.:</b> <b>23-2017/2018-RFQ03</b> <b>BID TYPE: CONDOMS</b>		Bids will be received by DeKalb County Board of Health via email release to <a href="mailto:DCBOHPurchasing@dph.ga.gov">DCBOHPurchasing@dph.ga.gov</a> until the close date and time noted below. All bids are subject to the terms and conditions contained herein.	
<b>SOLICITATION RE-ISSUED:</b>		<b>JUNE 1, 2023</b>	
<b>VENDOR CONFERENCE:</b>		<b>JUNE 9, 2023</b>	<b>TIME: 2:00 P.M.</b>
<b>CLOSE DATE:</b>		<b>JUNE 16, 2023</b>	<b>TIME: 5:00 P.M.</b>
<b>ISSUING OFFICER:</b>	ADDRENNALATHAM ADDRENNAGILCHRIST1@DPH.GA.GOV	<b>TELEPHONE:</b> 404-508-7758	<b>FAX:</b> 404 508-7810

### INSTRUCTIONS

1. Bids will be received by the DeKalb County Board of Health (DCBOH), Issuing Officer: Addrenna Latham, Division of Internal Services at the email address shown above and until the date and time indicated above.
2. Bidders are expected to examine the specifications, schedule, all instructions, and attachments. Failure to adhere to the specifications, schedule, all instructions, and attachments may result in rejection of response to this Invitation to Bid ("ITB").
3. All responses to this ITB should be complete and carefully worded and must convey all of the information requested.
4. The authorized representative of the bidder must sign, date, and type the name on all applicable pages located within this ITB. Evidence of representatives' authority to sign for vendor must accompany this ITB. **Unsigned responses to this ITB will not be considered.**
5. Response to ITB must be submitted in original form only.
6. Submission of the response to this ITB requires the name and address of the bidder, the bid name, and the bid number as indicated within the ITB.

### TERMS AND CONDITIONS

If any part of the work covered by this ITB is to be subcontracted, prior written approval of subcontractor(s) is required from the DCBOH. The bidder shall identify the subcontractor(s) and the anticipated contractual arrangements to be made with the subcontractor(s).

1. There is no express or implied obligation for the DCBOH to reimburse and/or compensate the bidder for any expenses incurred in preparing or submitting their bid in response to this ITB.
2. Bids cannot be withdrawn or corrected after the opening of the sealed bid submitted. (EXCEPTION: reductions and changes by the successful bidder that will be to the advantage of the DCBOH.)

3. Services offered in response to the ITB must comply with all federal, state, and local laws. The DCBOH is exempt from federal and state sales tax.
4. When not otherwise specified, the bidder must definitively state the time of proposed delivery. Do not use words such as “immediate” or “as soon as possible.” Please state the exact earliest date or the minimum number of calendar days required after receipt of the order. (Calendar days include Saturdays, Sundays, and holidays.)
5. Except as otherwise provided, the successful bidder agrees to indemnify the DCBOH and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any copyrights or patents of the United States arising out of the performance of this contract for the account of the DCBOH of services performed hereunder.
6. Bids and modifications or withdrawals received at the Office of Purchasing designated in this ITB after the exact time set for opening/closing of bids will not be considered.
7. By submission of a response to this ITB, the bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, that, in connection with this procurement:
  - a. the prices in response to this ITB 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; and,
  - b. unless otherwise required by law, the prices that have been quoted in the response to this ITB 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,
  - c. 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.
8. The DCBOH will furnish no material, labor or facilities unless otherwise provided for in this ITB or in the plans and specifications.
10. Failure to observe any of the instructions and conditions in this ITB may constitute grounds for rejection.
11. Services offered in response to this ITB must comply with all federal, state, and local laws and regulations applicable on the date of delivery.

## EXPLANATION

1. The sole contact for any and all information regarding the ITB is the Issuing Officer for the DeKalb County Board of Health, Addrenna Latham, [Addrenna.gilchrist1@dph.ga.gov](mailto:Addrenna.gilchrist1@dph.ga.gov).
2. If any statement in the bidding documents, specifications, plans, etc., appear to be ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Issuing Officer as outlined in the preceding statement. Any information given to a prospective bidder concerning this ITB will be furnished to all prospective bidders via an online posting and update to this RFQ. Oral explanations or instructions given before the award of the contract will not be binding.
3. Any modifications to the terms, conditions, or specifications contained in this ITB must be in writing. With the exception of the Issuing Officer, employees of the DCBOH are not authorized to modify, interpret, or clarify such terms, conditions or specifications; and, bidders should not rely on the presentments of employees or agents other than those with express authority to make such presentments.

## AWARD

1. The contract, if awarded, will be awarded to the bidder whose bid will be most advantageous to the DCBOH, with price, and other factors considered. The DCBOH will make the determination.
2. The DCBOH reserves the right to reject or accept any or all bids and to waive informalities, minor irregularities and technicalities in bids received, whichever is deemed to be in the best interest of the DCBOH, to include re-advertisement of the ITB.
3. In the event that responses to the ITB collected exceed the funds budgeted for this project; the DCBOH reserves the right to reduce the scope of the project. The lowest qualified responsive and responsible bidder will be contacted to negotiate a reduction in scope and/or bid amount. If the terms cannot be reached, the next lowest qualified responsive bidder will be contacted. The method will be followed until terms are reached or all bids are rejected.

## INSURANCE AND CERTIFICATION

Bidder Contractors are required to provide to the DCBOH within its sealed bid, a copy of its Certificate(s) of Insurance (“COI”) stating that general and comprehensive insurance is in effect during the period of the contract. Insurance companies licensed to do business in the state of Georgia must issue the insurance certificate. The COI is to contain:

1. Limits of liability insurance shall not be less than \$1,000,000 combined single limit each occurrence.
2. Workers’ Compensation (WC) Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia O.C.G.A. Section 33-9-40.1. In addition, the Contractor shall require all subcontractors occupying the premises or performing work under this Contract to obtain an insurance certificate showing proof of Workers Compensation Coverage.

Statutory WC Limits required in all contracts:

Bodily Injury by Accident – Each Employee	\$100,000
Bodily Injury by Disease - Each Employee	\$100,000
Bodily Injury by Disease - Policy Limit	\$500,000

3. Comprehensive General Liability Policy (Occurrence), to include contractual liability, \$1 million per Occurrence/\$3million dollar aggregate policy limits.
4. Business Auto Policy (Occurrence) to include, but not be limited to liability coverage on any owned, non-owned and hired vehicle used by Contractor or Contractor’s personnel in the performance of this Contract. \$1 million per Occurrence/\$3 million amount policy limits.
5. With limits of \$100,000.00 property damage each occurrence - general liability coverage and automobile liability coverage.
6. Umbrella” or “excess” coverage cannot be used to reach limits stated in a) and b).
7. Coverage for personal injuries for false arrest detection of imprisonment, malicious prosecution, libel, slanders defamation, or violation of right of privacy. If the certificates do not specify these coverage’s, a copy of the policy section must be submitted with the certificate.
8. That the insurer will not cancel insured’s coverage without ten (10) days prior written notice to the DCBOH.
9. The contractor, its agents, servants, or employees shall defend, indemnify and hold harmless the Board for any claims, charges or suits that arise due to the Contractor’s error, omission, negligence or acts.

### **NOTICE TO BIDDERS**

The enclosed (or attached) bid in response to Invitation to Bid Number 23-2017/2018-RFQ03 is a firm offer, as defined by the Georgia Code (O.C.G.A. 11-2-205). This offer shall remain open for acceptance for a period of ninety (90) days from the date of the ITBs closing date as set out in the ITB. The terms, conditions, and other limitations of the ITB are accepted.

### **SILENCE OF SPECIFICATIONS**

The apparent silence of any specification on the specification price sheets as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and the only materials of first quality and correct type, size, and design are to be used. All work is to be of the highest quality. All interpretations of this specification shall be made upon the basis of this statement, with the DCBOH to prevail.

### **TERMINATION**

This agreement may be terminated by the DeKalb County Board of Health, without cause upon thirty (30) day prior written notice to the Contractor.

This agreement may be terminated by the DeKalb County Board of Health immediately with cause upon notice to the Contractor. Cause means a violation of the confidentiality requirements of this contract or the violation of any provision of this agreement which in good faith judgment of the DeKalb County Board of Health poses a threat to the safe and orderly operation of the DeKalb County Board of Health including the safety and well being of its clients or employees.

### **FAILURE TO PERFORM**

In the event the contractor fails to comply with the terms and conditions of the contract, including requirements governing the quality of service or the schedule for performance of its duties under this agreement, the DeKalb County Board of Health may provide written notice thereof to the contractor. The notice may identify specific incidents or circumstances comprising the conditions complained of. In the event such conditions arise, the DeKalb County Board of Health reserves the right to withhold payments otherwise due under this agreement until such violation is cured.

## **BID SUBMISSION REQUIREMENTS**

### **DEKALB COUNTY BOARD OF HEALTH**

#### **CONDOMS**

The Bidder **MUST** submit the following requirements to be included in the bidder's response to ITB No. 23-2017/2018-RFQ03. *Any omission of these requirements may render the bidder's response invalid.*

- a. Bidder shall be duly licensed in the State in which it does business.
- b. Bidder shall provide a list of at least three (3) references to include company names, contact names, business addresses, telephone numbers, and e-mail addresses that may be contacted regarding the bidder's performance.
- c. Bidder shall provide a Certificate of Insurance ("COI") stating that general and comprehensive liability insurance is in effect during the period of the contract.
- d. Bidder shall provide a complete pricing sheet for each type of condom identified within the Scope of Work.

## **DESCRIPTION OF SERVICES REQUESTED**

The DeKalb County Board of Health STD/HIV Prevention program desires to obtain a contract with (3) vendors in order to purchase condoms for outreach and clinical needs in conjunction with our prevention efforts. The condoms needed are not limited to the condoms listed below. Contractors are encouraged to identify any other condom optics available within its repository for DCBOH consideration; however, all listed below are required to be provided within your bid response:

1. Trojan ENZ
2. B Classics
3. B Platinum (XL)
4. Lifestyle Non-Latex
5. Lifestyle Ribbed
6. Trojan Magnums
7. FC2
8. One Brand (Flavored Condoms)
9. Condom Kits (Mixed)
10. Trustex (flavored condoms)
11. Trustex (Dental Dam)
12. Lifestyle Lubricant
13. LifeStyle Kyngs
14. Glide (Lubricant)
15. B-Condoms Ultra-thin and Extra Strength



Below is the projected order amount by Quarter.

<b><u>ITEMS FOR ORDER</u></b>	<b><u>Q1</u></b>	<b><u>Q2</u></b>	<b><u>Q3</u></b>	<b><u>Q4</u></b>
Trojan Enz	10,000	10,000	5,000	10,000
B classics	10,000	10,000	10,000	10,000
B Platinum (XL)	10,000	5,000	5,000	10,000
Lifestyle Non-latex	5,000	5,000	5,000	5,000
Lifestyle Ribbed	0	5,000	0	5,000
Trojan Magnum	10,000	5,000	10,000	5,000
FC2	5,000	3,000	2,000	5,000
One Brand (Flavored Condoms)	0	3,000	0	3,000
Condom Kits (Mixed)	25,000	0	25,000	0
Trustex (Flavored condoms)	0	5,000	0	5,000
Trustex (Dental Dam)	1,000	0	1,000	0
Lifestyle Lubricant	10,000	0	10,000	0
Lifestyle Kyngs	5,000	5,000	5,000	5,000
Glide (Lubricant)	0	5,000	0	5,000
B-Condoms Ultra -Thin and Extra Strength	9,000	9,000	9,000	9,000

With this contract, the DCBOH STD/HIV Prevention Program will be able to meet our goals by providing increased availability of condoms among persons living with or at risk for HIV infection.

The original contract period shall be from June 1, 2023, through June 30, 2024, with the option to renew the contract for four, one-year renewal term options. In the event the Board exercises each renewal year option, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to the applicable option clauses of this document. Renewal contracts will run July 1<sup>st</sup> through June 30<sup>th</sup> of the following year.

#### **PAYMENT**

The DeKalb County Board of Health provides a fee-for-service payment. No upfront payment or deposit will be provided. The Contractor is requested to itemize invoices for services and submit to the DCBOH monthly invoices for payment of services rendered.

#### **INVOICING**

The Contractor shall submit itemized invoices within a timely manner during the DCBOH's fiscal year in which the items were purchased. Invoices shall indicate the vendor contract number with the DCBOH along with the purchase order number. Invoices shall be issued for only items received. Payment shall not be due until the invoice(s) are submitted after delivery. Payments will be made within thirty (30) days of receipt of an accurate non-disputed invoice. All invoices can be e-mailed to [DCBOHAPINVOICES@dph.ga.gov](mailto:DCBOHAPINVOICES@dph.ga.gov) or mailed directly to: DCBOH, Attention: Accounts Payable Department, P.O. Box 987, Decatur, Georgia 30031.

## BIDDER QUALIFICATION QUESTIONNAIRE

1. How many years has your company been incorporated?
2. Is your company publicly held?
3. What is the standard used for testing your condom products?
4. Provide the quality rating for each of the products offered.
4. Describe in detail your company's greatest strength.

## BIDDER INFORMATION

Bidder is (check appropriate space) \_\_\_\_\_ individual  
\_\_\_\_\_ partnership or joint venture  
\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_  
\_\_\_\_\_ LLC under the laws of the State of \_\_\_\_\_

Bidder's FEIN or SSI # \_\_\_\_\_

Is your company registered to conduct business in the State of Georgia? \_\_\_\_\_ Yes \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Remit Address: \_\_\_\_\_

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

# STATEMENT OF RESPONSIBILITY CERTIFICATION FORM

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## INSTRUCTIONS:

**THIS FORM MUST BE COMPLETED, SIGNED, NOTARIZED, AND SUBMITTED WITH YOUR BID/PROPOSAL.**

Please complete this form, answering every question. *A “Yes” answer to any of the subparts of Question No. 3 requires a written explanation attached to the completed form, submitted on your company letterhead, and signed by an authorized representative of the company. A “Yes” answer to any of the subparts of Question No. 3 will not necessarily result in denial of the award but will be considered in determining the Offeror’s responsibility in the event DeKalb County Board of Health undertakes an investigation into the Offeror’s responsibility status.* For any explanation, indicate to whom it applies; identify the initiating agency and the dates of action.

Offerors are responsible for updating any information submitted in their Statement of Responsibility Certification Form if a change occurs prior to the award of the contract.

## QUESTIONS:

1. Does Offeror certify that it has, or has the ability to obtain, adequate financial resources to perform the Services and Deliverables identified in the Agreement? This includes but is not limited to, the ability to obtain required bonds and insurance from sureties and insurance companies authorized to do business in Georgia.  
\_\_\_\_\_YES \_\_\_\_\_NO
2. Does Offeror certify that it is able to comply with all contractual requirements and fulfill all of its contractual obligations, considering Offeror’s other business obligations?  
\_\_\_\_\_YES \_\_\_\_\_NO
3. Within the past three (3) years, has Offeror’s company, or any principal of Offeror (e.g., any owner, partner, officer, or major stockholder with 10% or more shares) been the subject of any of the following:
  - (a) a judgment or conviction for any conduct constituting a felony under local, state, or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, labor, anti-trust, price-fixing, or bid collusion?  
\_\_\_\_\_YES \_\_\_\_\_NO
  - (b) a criminal investigation or indictment for any conduct constituting a felony under local, state, or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, or bid collusion (to the best of Offeror’s knowledge\*)?  
\_\_\_\_\_YES \_\_\_\_\_NO
  - (c) an unsatisfied judgment, injunction, or lien obtained by a Georgia state government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Georgia state government agency.  
\_\_\_\_\_YES \_\_\_\_\_NO
  - (d) an investigation for a civil violation by any local, state, or federal agency (to the best of Offeror’s knowledge\*)?  
\_\_\_\_\_YES \_\_\_\_\_NO
  - (e) a suspension, debarment, or termination for cause from any local, state, or federal government procurement process?  
\_\_\_\_\_YES \_\_\_\_\_NO
  - (f) a suspension or termination for cause prior to the completion of the term of any local, state or federal government contract?  
\_\_\_\_\_YES \_\_\_\_\_NO

- (g) denial of an award for a non-responsibility determination made by any local, state, or federal government? \_\_\_\_\_YES \_\_\_\_\_NO
- (h) an agreement to a voluntary exclusion from bidding/contracting on any local, state, or federal procurement? \_\_\_\_\_YES \_\_\_\_\_NO
- (i) an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state, or federal procurement (to the best of Offeror's knowledge\*)? \_\_\_\_\_YES \_\_\_\_\_NO
- (j) any bankruptcy proceedings? \_\_\_\_\_YES \_\_\_\_\_NO

**CERTIFICATION:**

The undersigned: (I) recognizes that this questionnaire is submitted for the express purpose of assisting the DeKalb County Board of Health (DCBOH) and the State of Georgia, its agencies and political subdivisions to make a determination regarding the eligibility for award of a contract, or to approve a subcontract; (II) acknowledges that the DCBOH, the State of Georgia, its agencies and political subdivisions may, in their sole discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; (III) acknowledges that submissions of false or misleading information may constitute fraud, may result in ineligibility for contract award, may be used as grounds for termination for default of any contract awarded in relation to this certification, may be considered by the DCBOH, the State of Georgia, its agencies and political subdivisions in making responsibility determinations in other procurements, and may subject the Offeror or its representatives to criminal liability; (IV) as the authorized representative of the Offeror, states that the information submitted on this certification form and any attached pages is true, accurate and complete.

The undersigned hereby attests that he/she is duly authorized by the Offeror to make the statements and representations contained herein and/or attached hereto, on behalf of such Offeror.

\_\_\_\_\_  
Legal Name of Offeror Company

\_\_\_\_\_  
Signature of Offeror's Authorized Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name of Offeror's Authorized Representative

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title

State of \_\_\_\_\_ County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ 200\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Note:** \*As used herein, the term "to the best of Offeror's knowledge" shall refer to the current actual knowledge of Offeror and shall be construed, by imputation or otherwise, to refer to the knowledge of any agent, manager, representative or employee of Offeror but does not impose upon Offeror any duty of inquiry or investigation of the matter to which such actual knowledge, or the absence thereof, pertains. The fact that Offerors (or their principals) are under investigation will not necessarily result in a determination of non-responsibility; rather, DCBOH will determine if the information and circumstances regarding such investigation are of such a nature or magnitude as to cause the DCBOH to deem the bidder non-responsible in order to protect the interests of the DCBOH and/or the State.

## REFERENCE SHEET

In the space provided below, please list a minimum of three (3) references giving the name, address, phone number, and contact person of companies, organizations, or agencies for whom you have provided services of a similar size and scope as requested in this ITB.

Name of Company:

Address:

Phone Number:

E-mail Address:

Contact:

Name of Company:

Address:

Phone Number:

E-mail Address:

Contact:

Name of Company:

Address:

Phone Number:

E-mail Address:

Contact:

## PRICING SHEET

Please provide your price list sheet for each product listed below:

1. Trojan ENZ
2. B Classics
3. B Platinum (XL)
4. Lifestyle Non-Latex
5. Lifestyle Ribbed
6. Trojan Magnums
7. FC2
8. One Brand (Flavored Condoms)
9. Condom Kits (Mixed)
10. Trustex (flavored condoms)
11. Trustex (Dental Dam)
12. Lifestyle Lubricant
13. LifeStyle Kyngs
14. Glide (Lubricant)
15. B-Condoms Ultra-thin and Extra Strength

If the Contractor has other condom-type products available, please list each additional product to include its cost.

Please provide the name, address, and phone number(s) for the person designated as the contact person for discussions and/or meetings between the Bidder and the Board of Health.

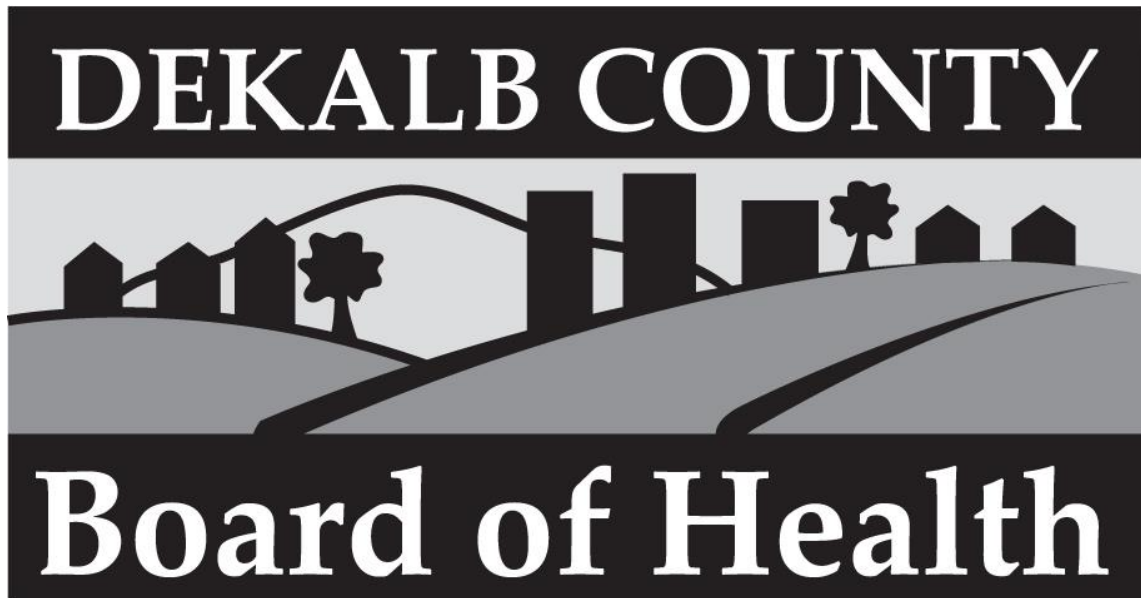
NAME: \_\_\_\_\_ (contact name)

\_\_\_\_\_ (address)

\_\_\_\_\_

\_\_\_\_\_ (email address)

\_\_\_\_\_ (phone number)



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