May 1, 2019

REQUEST FOR PROPOSAL
RP014-19

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified suppliers for the Purchase of Fire Fighter Turnout Gear on an Annual Contract with Four (4) Options to Renew for the Department of Fire and Emergency Services.

Submittal Date and Location:
Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name. Proposals will be received until 2:50 P.M. local time on May 31, 2019 at the Gwinnett County Purchasing Office, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time will not be accepted. Proposals will be publicly opened and only names of submitting firms will be read at 3:00 P.M. A list of firms submitting proposals will be available the following business day on our website www.gwinnettcounty.com.

One (1) unbound original marked as “Original”, six (6) copies marked as “copy” and one (1) thumbdrive or CD of proposals are required.

Pre-Proposal Conference:
A pre-proposal conference is scheduled for 10:00 A.M. on May 20, 2019 at the Gwinnett County Purchasing Division, 75 Langley Drive, Lawrenceville, GA 30046. All suppliers are urged to attend.

Sample Fitting:
The fittings process will be conducted directly following the pre-proposal conference. If you are unable to attend the pre-proposal conference, contact Shelley McWhorter to schedule fittings. Fittings should be completed by May 23, 2019.

Questions:
Questions regarding proposals should be directed to Shelley McWhorter, Purchasing Associate III at Shelley.McWhorter@GwinnettCounty.com or by calling 770-822-8734, no later than May 23, 2019.

Facility Access:
Gwinnett 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 Gwinnett County Government should be directed to Susan Canon, Gwinnett County Justice and Administration Center, 770-822-8165.

Proud Winner of the Annual Achievement of Excellence Award in Procurement since 1999
The written proposal documents supersede any verbal or written prior communications between the parties.

Selection criteria are outlined in the request for proposal documents. Gwinnett County reserves the right to reject any or all proposals to waive technicalities and to make an award deemed in its best interest.

Award notification will be posted after award on the County website, www.gwinnettcounty.com and companies submitting a proposal will be notified via email.

We look forward to your proposal and appreciate your interest in Gwinnett County.

Shelley McWhorter
Shelley McWhorter, CPPB
Purchasing Associate III

/smcm
I. GENERAL

A. Scope
This Request for Proposal is for protective clothing worn by Firefighters engaged in fire suppression activities. It is the intent of this Request for Proposal (RFP) to select a supplier that delivers the best overall value to Gwinnett County, considering the evaluation factors in this RFP by demonstrating best performance, guaranteed availability and delivery, customer service excellence, accountability, knowledge, experience and cost.

B. Adherence to Specifications
The specifications set forth in this proposal are not designed to be restrictive. However, these specifications should be used to guide your company through the process of selecting and proposing turnout gear that will best suit the County needs. Statements using must, will, or shall are non-negotiable and failure to comply with these requirements may result in a low score given in the “adherence to technical specs” portion of scoring criteria. All exceptions to specifications must be clearly spelled out in the proposal submission.

C. Historical Usage
Gwinnett County Fire & Emergency Services has historically purchased approximately 250-300 sets of turnout gear per fiscal year.

E. No-Communication Clause
Individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative without permission of the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. Violations will be reviewed by the Purchasing Director. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award.

F. Termination for Cause
The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

G. Termination for Convenience
The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

II. Pricing

A. Prices shall remain in effect for 12 months after award. This contract has three (3) optional renewals. Renewal of this contract will be based on the following: 1) terms, conditions and pricing remain the same (or as indicated in the original pricing schedule); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Board of Commissioners approval, if required.
B. Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare the proposal non-responsive.

III. AWARD

A. Recommendation to award to the highest scoring firm will be submitted the Gwinnett County Board of Commissioners at the completion of the RFP evaluation process. The effective date of the contract will begin at the end of the current Bunker Gear Contract OS009-16 on April 20, 2020.

B. Awarded firm must deliver a complete fitter line by the contract effective date to the user department. Fitter line must be clearly marked with RFP# Fitter Line and include a packing slip of garments in the shipment. Shipped to:

Gwinnett County Department of Fire and Emergency Services
450 Hosea Rd
Lawrenceville GA 30046.

C. Requirements Of Successful Supplier After Award

1. It is the intention of the County to place an order upon award of this contract. This gear is required to replace the County’s safety stock and replacement of our fitter line and recruits; therefore, the successful supplier will be required to provide gear no more than 30 days after receipt of the Purchase order. The purchase order will be for gear with common sizes and sizes will be specified at the time of order.

2. Tracking Software

Upon request, the manufacturer should be capable of providing a Windows-compatible software program for the tracking of care, cleaning and maintenance of the department’s PPE. This should be a stand-alone program and not a web based application.

This tracking program should meet or exceed all record-keeping requirements of standard NFPA 1851, Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, 2018 Edition.

The manufacturer should be capable of providing onsite or internet training to department personnel who are involved with the daily use of this tracking program, and if there is an additional cost involved for this service, the supplier must disclose those costs with proposal.

Upon delivery to the County, the awarded supplier shall provide electronically in Excel spreadsheet format to assist with uploading the information into SAP for equipment tracking; a list of all items ordered with size serial numbers and manufacturing dates

3. The manufacturer should have in place a computer maintained traceability program that provides for the assignment of a production control number to each garment. The traceability program should be capable of tracing the garment through production, from the bolts of cloth used in all three layers of the garment composite construction, to the assignment of the garment to the individual firefighter. This production control number should be visibly located on the garment label and on other protected areas of garment.

4. Supplier agrees to defend Buyer at Seller’s own expense, in all suits, actions or proceedings in which Buyer is made a defendant for actual or alleged infringement of any United States of
America, Canada or foreign letters patent resulting from Buyer’s use of the goods purchased as a result of this Proposal Invitation. Seller further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against Buyer.

Seller agrees to indemnify and hold harmless the Buyer from any and all licenses, royalty and proprietary fees or costs, including legal costs, which may arise out of Buyer’s purchase and use of goods supplied by the seller. It is expressly agreed by Seller that these covenants are irrevocable and perpetual.

5. To ensure a perfect fit, sizing should be based on actual measurements taken of the firefighter by a trained measurement specialist, or sizing try-ons, or both. Fittings/sizing measurements are to be provided during normal business hours of 8:00 a.m. – 5:00 p.m., Monday-Friday at designated location (Resource Management Warehouse or Fire Academy). The successful supplier should be responsible for measuring Gwinnett County employees for proper fit as required per department, and maintain record for each employee fitted regardless of order quantity or total price. The successful supplier should also train Resource Management personnel in the proper method for measuring Gwinnett County employees for proper fit as required per department.

IV. PROPOSAL SUBMITTAL INSTRUCTIONS
A. One (1) unbound original marked as “Original”, six (6) copies marked as “copy” and one (1) thumbdrive or CD of proposals are required. The copies and thumbdrive/CD MUST be identical versions of the original. The thumbdrive/CD should be one combined file vs. each section/tab as a separate file.

B. Proposers are invited to submit their latest design that meets or exceeds these specifications.

C. Proposers may submit more than one product if they choose, however they must have a separate proposal for each product proposed addressing criteria requested under Section VI of this RFP “Preparation of Proposals”. All samples submitted are at NO cost to Gwinnett County. Samples must be submitted for each product proposed.

D. Proposals must be returned in a sealed container marked on the outside with the Request for Proposal number and Company Name.

E. A Fee schedule will be requested after the completion of phase 2 of the evaluation. Proposers that advance to phase 3 must submit the Fee Schedule by the date noted in the request. The Fee Schedule must be in a sealed envelope, clearly defined with the RP#, company’s name and marked “FEE SCHEDULE”.

V. SAMPLES
A. Samples must be provided at no cost and must be sized specific to the employee.

B. The samples will be evaluated in real-life scenarios and may be damaged.

C. Samples may be returned to the proposer after the evaluation is completed or the proposer has been eliminated from the process.
D. The fittings process for the seven (7) samples will be conducted directly following the pre-proposal conference. If you are unable to attend the pre-proposal conference, contact Shelley McWhorter to schedule fittings. Fittings should be completed by May 23, 2019.

E. Evaluators will be assigned an identifying number. Short-listed proposers moving on to phase 2 will be assigned an alphabet letter when wear test sets are requested. The vendors are to cover the NFPA label with a piece of fabric made of the same liner material labeled with the vendor alphabet assignment and assigned evaluator number.

F. Short-listed proposers have 6 weeks from the date of request to deliver the seven (7) samples to Gwinnett County Fire & Emergency Services. **Samples are to be sent separately and directly to the attention of Yvonne Shannon, Gwinnett County Fire, 450 Hosea Road, Lawrenceville, GA 30046.** Failure to deliver the seven (7) samples by the close of business on the dates specified in the request may be cause to reject the proposal.

G. All samples must be submitted in sealed boxes with the RP#, company name, and **SAMPLES.**

H. All samples will be subject to performance exercise testing in conjunction with the use of SCBA, boots, helmets and gloves as may be required.

I. Samples submitted for evaluation shall represent what the proposer is offering to Gwinnett County.

**VI. PREPARATION OF PROPOSALS**

**Cover Letter**
At the beginning of the proposal, provide a cover letter to include; description of your company’s history, and the manufacturer’s facility and scope of operations

A. **Delivery Terms (Criteria 1)**
The manufacturer should provide a user information guide for the garments, which complies with user information requirements of NFPA 1971. Topics should include, but not necessarily be limited to: pre-use information, preparation for use, inspection frequency and details, don/doff, use consistent with NFPA 1500 and NFPA 1851 2014 edition, maintenance and cleaning, and retirement and disposal criteria and considerations. This document should be packaged with each garment along with a specification summary sheet describing garment custom options, sizing and production details.

B. **References (Criteria 2)**
Proposers should include list of references as part of their proposal submission. Proposers are required to demonstrate successful performance of the proposed turnout gear and customer service level by submitting references from three (3) user departments during the past three (3) years. The proposer should provide references from using departments of similar size, climates, with comparable number of employees, similar call type and volume.

Name and contact numbers must be for a liaison within the respected Fire Department whom has an intimate working knowledge of the performance and wear/tear of the proposed turnout gear.

C. **Understanding and Adherence to Specifications (Criteria 3)**
Include a section in the proposal that demonstrates your understanding of the basic scope of services and performance requirements stated in the RFP. Include in this section information on service and FOB delivery terms.
Scoring the composite makeup of PPE gear and the level of thermal insulation provided will be based on the adherence to specs and the overwhelming factor of safety. It is the County’s preference that no materials that may contribute to a loss of protective performance over time and/or after exposure to heat, sweat, etc., should not be used in the construction of the PPE garment composite.

D. Gear Specifications (Criteria 3)
Submit a comprehensive and detailed description of the proposed product. Include manufacturing materials, procedures, testing, specifications, diagram, drawings and/or photos. Describe your company’s process for fitting and sizing throughout the contract period. Any exception or variation in construction, materials, performance, testing, or items of equipment between this specification and the proposal shall be detailed and submitted on a separate sheet(s) along with the proposal in sequence, citing page and item number. Proposers must explain in detail and with full supporting data how the proposed deviation meets or exceeds the specifications.

1. Gear Misc.
   a. Coat and trouser shall be manufactured by the same company to insure uniformity, complete protection and compatibility. **NO EXCEPTIONS.**
   b. Scoring the composite sizing available. Include the available size increments for both men and women, and detail the percentage of gradation for the proposed product.
   c. This request for proposal defines the minimum requirements for blood borne pathogen resistant (BPR) firefighter personal protective equipment (PPE) to provide limited protection to fire fighters against adverse environmental effects during structural firefighting operations and certain other emergency operations where there is a threat of fire or where certain physical hazards are likely to be encountered, such as during non-fire-related rescue operations, emergency medical operations, and victim extraction, as defined by NFPA 1971, *Standard on Protective Ensemble for Structural Fire Fighting*, 2018 Edition (hereinafter referred to as NFPA 1971, except in the Applicable Documents section). In the absence of comment on a particular point, industry standard practice should be presumed to prevail. Workmanship and material should be first quality throughout. Proposer must provide documentation for minimum THL and TPP in Coat and Pants and min. CCHR in knees and shoulders. In the absence of comment to a specific point, the proposer is required to furnish a wholly compliant garment.
   d. The protective gear as a set (coat & pant) shall meet the *Standard on Protective Ensemble for Structural Fire Fighting*, 2018 Edition. Supplier should include in their response the THL and TPP overall composite of the proposed gear.
   e. Protective gear shall meet NFPA 1971 2018 ed. Cleaning Shrinkage Resistance Test. Supplier should include in their response the Cleaning Shrinkage Resistance Test results.
   f. Current NFPA standards applicable to this product specification express values for measurement requirements in SI (metric-based) units, followed by US (inch-pound) approximate equivalents in parentheses. For the convenience of the fire department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.
g. Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1971. The garment shall be clearly labeled to fully identify the material content of all three layers: outer shell, moisture barrier and thermal liner.

h. Labels on each separable part of the garment should include a standard style interleaved 2 of 5 barcode containing (at a minimum) an individualized serial number for asset tracking purposes.

i. The manufacturer should furnish, free of charge, reasonable quantities of NFPA 1971-certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. Also, the manufacturer should provide on call at no charge, during normal business hours, a liaison for the repair department to assist the Fire Department on a telephone consultation basis, on all maintenance or repair questions that might arise. Additionally, the manufacturer should agree to expedite, on its own cost-only basis, all repairs that must be performed at the manufacturer’s plant, rather than in department, over the life of the contract. All thread used in structural seams should be Nomex® or equivalent of minimum Tex size T-70. Thread should match the fabric as close as possible.

j. Reinforcements made of Ara-Shield or equivalent shall be provided at cuffs, knees and pockets and should meet the requirements of NFPA 1971.

1) For cuff reinforcements only: Manufacturer must provide cuff reinforcements made of Ara-Shield or equivalent material at no additional cost. If the purchaser specifies reinforcements made of materials other than outer shell material, the manufacturer should identify any additional cost for the specified material.

2) For pocket reinforcements only: Ara-Shield or equivalent material must be used in the reinforcement of the pocket.

3) For Knee reinforcements only: Ara-Shield or equivalent material must be used to reinforce knee area of pants.

h. Excluding where required by NFPA standard, necessary for functionality, or specifically called out in the custom option sections, all materials used in the construction of the garments should be breathable and all moisture barrier material must be as specified in the following materials section.

The breathability requirement includes but is not limited to: collar, chinstrap, storm shield, fly, water wells, front coat facings and reinforcement cushioning where applicable.

Areas where non-breathability is allowed (absent Custom Features specifications): trim, hook and loop fastening, hardware or hardware backing, and external pocketing.

i. All points of stress shall be reinforced with sturdy heavy duty bar tacks or equivalent. Rivets are not acceptable because of their potential for rust and electrical or heat conduction.

j. All Hook and Loop material used for closures shall have finished edges. Unfinished edges will not be accepted.
k. To assure maximum freedom of movement and reduced kinetic resistance, the coat and pants ensemble should provide comfort and mobility during EMS / firefighting activities and be natural shaping to promote free movement of arms and legs.

Coat construction should be designed in an ergonomic cut to limit physiological stress on the wearer and so as not to interfere with movement while wearing SCBA over coat.

Pants should follow this ergonomic cut design to not interfere with movement of legs while bending crawling stooping or walking during wear.

l. The Gwinnett County Department of Fire & Emergency Services has determined that the following are the ONLY acceptable combination of materials to be used.

1) **Outer Shell**
   - PBI MAX Gold, or equivalent, Safety Components: 7.0 oz; 70% PBI/DuPont Kevlar or equivalent 70%; 30% DuPont Kevlar filament or equivalent
   - Or Kombat Flex Gold Tencate or equivalent; 6.9 oz. 70% PBI/DuPont Kevlar or equivalent; 30% DuPont Kevlar filament or equivalent

2) **Thermal Lining**
   - The thermal barrier shall be part of the GORE® PARALLON™ or equivalent liner system from W.L. Gore and Associates, Inc. The GORE® PARALLON™ or equivalent liner system consists of three separable layers. The outermost layer, GORE® PARALLON™ liner system X1 or equivalent, is comprised of a 3.3 ounce per square yard Nomex® IIIA or equivalent woven pajama check substrate laminated to a proprietary GORE ePTFE or equivalent film. The middle layer, GORE® PARALLON™ liner system M2 or equivalent is comprised of a 4.1 ounce per square yard Meta-aramid/Para-aramid or equivalent three dimensional non-woven batting laminated to a proprietary GORE ePTFE or equivalent film. The innermost layer, GORE® PARALLON™ liner system B2 or equivalent, which functions as the moisture barrier, is comprised of a 3.6 ounce per square yard 86% aramid/ 14% FR rayon or equivalent twill weave facecloth laminated to an enhanced bicomponent membrane from W.L. Gore and Associates, Inc. The membrane is comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e. water-loving) and oleophobic (i.e. oil-hating) coating that is impregnated into the matrix. All GORE® PARALLON™ liner system X1 and B2 or equivalent seams shall be sealed with GORE-SEAM™ or equivalent tape using a Series 6000 (or higher) GORE-SEAM™ or equivalent sealing machine. The GORE® PARALLON™ liner system M2 or equivalent seams shall not be sealed. Further mention of “Specified Thermal Barrier” in this specification shall refer to this section.

3) **Moisture Barrier**
   - The moisture barrier shall be part of the GORE® PARALLON™ or equivalent liner system from W.L. Gore and Associates, Inc. The GORE® PARALLON™ or equivalent liner system consists of three separable layers. The outermost layer, GORE® PARALLON™ liner system X1 or equivalent, is comprised of a 3.3 ounce per square yard Nomex® IIIA or equivalent woven pajama check substrate laminated to a proprietary GORE ePTFE or equivalent film. The middle layer, GORE® PARALLON™ liner system M2 or equivalent, is comprised of a 4.1 ounce per square yard Meta-aramid/Para-aramid or equivalent three dimensional non-woven batting laminated to a proprietary GORE ePTFE or equivalent film. The innermost layer, GORE® PARALLON™ liner system B2 or equivalent, which
functions as the moisture barrier, is comprised of a 3.6 ounce per square yard 86% aramid/14% FR rayon or equivalent twill weave facemask laminated to an enhanced bicomponent membrane from W.L. Gore and Associates, Inc. The membrane is comprised of an expanded PTFE (polytetrafluoroethylene, for example Teflon®) matrix having a continuous hydrophilic (i.e., water-loving) and oleophobic (i.e., oil-hating) coating that is impregnated into the matrix. All GORE® PARALLON™ liner system X1 and B2 or equivalent seams shall be sealed with GORE-SEAM® or equivalent tape using a Series 6000 (or higher) GORE-SEAM™ or equivalent sealing machine. The GORE® PARALLON™ liner system B2 or equivalent sealed seams provide the required chemical and bacteriophage penetration resistance performance. Further mention of “Specified Moisture Barrier” in this specification shall refer to this section.

m. If exterior pockets are specified in either the COAT CUSTOM FEATURES SPECIFICATIONS & PLACEMENT or in the PANT CUSTOM FEATURES SPECIFICATIONS & PLACEMENT the following requirements should apply to all such custom option specified exterior pockets:

1) All pockets and flaps shall be reinforced at the top corners with heavy duty bar tack or equivalent stitching or approved equivalent.

2) All pockets shall have enlarged tabs for easier grip with a gloved hand.

3) All pockets shall be reinforced with an extra layer of NFPA-certified outer shell, moisture barrier, or other NFPA-certified reinforcement material for extra durability. The exact location of the reinforcements shall be identified in the custom features specification section(s) as indicated above.

4) All pockets shall have a means to drain water and should have a means of closure.

5) All pocket closures shall be made either with hook and loop fastener tape a minimum of 1.5 inches (3.8 cm) wide, with a flap, or with snaps. The specific placement of the closure system should be declared at the time of order.

n. Particulate blocking shall be included into the construction of the Coat cuffs, waist line of the coat and cuffs of the pants. Each particulate barrier shall be constructed of material that is at least 90% efficient at blocking .1-.01 micron size particles at each interface. The closures on each interface should be constructed in a manner to which they will inhibit the products of combustion from entering into the ensemble through the coat cuffs, coat and pant interface and the cuffs of the pants. The installed system shall be tested to be compliant with NFPA 1971 for particle inward leakage testing on the entire PPE ensemble.

2. Coat
   a. The coat composite (all layers) should not gap when the firefighter is bending, crawling or climbing. Gapping should be determined as defined by NFPA 1500 with both arms fully extended overhead and wearer bending to rear, sides and front. The actual length of coats (shorter or longer) will be determined by each individual's torso length. Coat must interface properly with standard height pants.

   b. Garments should feature a tailored ergonomic cut design throughout the outer shell, moisture barrier and thermal liner layers. Garments featuring alternative assembly or construction will be evaluated but care should be taken not create irritation to the wearer while wearing an SCBA.
To facilitate individual tailoring needs, the major A & B seams joining the one-piece back to the right and the left front body panels (outer shell and all interior layers) should be located at the most lateral position when the coat is laid flat for inspection.

c. Specifications as stated within this section will supersede any previous specification as long as the required certifications are not compromised.

1) Coat cuffs should be reinforced with Ara-Shield or equivalent material

2) Liner label should be configured as an inside liner pocket.

3) Trim pattern should be Project FIRES style, Lime Yellow 2-Tone Scotchlite or equivalent. All trim shall be attached with lock stitching.

4) Provide a sewn on lettering back patch made from black Kevlar/Nomex or equivalent outer shell material with sewn on, three inch, Lime Yellow Scotchlite or equivalent letters: “GWINNETT”

5) Centered on the bottom rear of the coat provide a replaceable hook and loop name patch made from two layers of black Kevlar/Nomex or equivalent outer shell material. There should be four snaps, one at each corner to help secure the patch. Each patch should have sewn on, Lime Yellow, two-inch Scotchlite or equivalent letter: “FF LAST NAME” or “1st INITIAL + LAST NAME” which will be indicated at the time of order. The patch will be provided by the gear manufacturer.

6) Outside storm flap closure should be by means of four evenly spaced snap hooks and “D” rings with the inner facings closure accomplished by use of an YKK or equivalent zipper with an oversized zipper pull.

7) On the lower front coat facings provide outer shell material half hi bellows pockets that are approximately 7” H x 9” W x 1.5” D lined on all four sides with 8 ounce Kevlar 2/1 twill. Pocket flaps should close by means of 1.5 inch hook and loop, full hook across the top leading edge of the pocket body with three vertical strip of hook and loop pile evenly spaced beneath the pocket flaps.

8) Hand warmer pockets shall be provided behind each bellows pocket and lined with Nomex fleece.

9) There shall be an outer shell radio pocket positioned on the right chest approximately 9”H x 3.5” W x 3” D with the pocket flap notched towards the wearer’s right.

10) Center a 0.5” H x 2.5’’ W outer shell mic tab above the radio pocket.

11) On the left chest there should be a large downward facing snap hook on an outer shell patch which is then sewn to the coat. Place an outer shell w/hook and loop flashlight strap below the snap hook.

12) On the left chest center a another 0.5”H x 2.5” W mic tab above the snap hook and even with the mic tab on the right chest.
d. A firefighter Drag Rescue Device shall be installed in each coat, which shall comply with the requirements of NFPA 1971, 2018 Edition. Please state in the proposal submission the design and functionality of the DRD of the proposed gear.

e. Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer should be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

f. The liner system should incorporate a hook and loop port at the lower right front body panel to allow for field inspection of the “internal” condition of the moisture barrier membrane, seam sealing and thermal insulating layer / quilt stitching.

g. The moisture barrier/thermal liner shall be completely detachable from the outer shell for ease of cleaning by the use of hook and loop, zippers, and snaps. There should be a zipper down each front facing, hook and loop along the neck to interface with collar as well as snaps or zippers at each sleeve end. No hook and loop will be accepted in sleeve ends.

Liner sleeves should be attached at the outer shell cuff by means of snaps on two (2) sets of outer shell fabric tabbing strips per cuff. These snaps should be isolated by the tabbing material so that they will not abrade against the outer shell. Zippers for cuff end attachment will also be accepted. Hook and loop attachments will not be accepted in the cuffs of the coat.

To provide continuous moisture protection and pathogen protection at the neck, the liner should be positioned so that it is sandwiched between an outer-facing pathogen shield and an inside facing of the specified outer shell material, both folded over and sewn in at the neck seam.

The liner system design should not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bar tacked liner and moisture barrier with open edge designs would not be acceptable.

Attachment should be by means of four (4) glove straps or zipper attachment that penetrates only the layer of the attachment facing towards the liner, so that metal contact at a wearer’s neckline is completely eliminated.

h. The collar should be of layered construction, which meets or exceeds the minimum requirements set forth in the NFPA 1971, 2018 edition. Please describe the construction of the proposed gear’s collar in the proposal submission.

There should be no vertical or horizontal seams or stitching in the body of the collar, since this may weaken collar integrity. Left outside of collar should have a sewn piece of 3-inch x 5-inch (7.6-cm x 12.7-cm) hook and loop fastener hook tape to ensure maximum adjustability when engaging chinstrap-to-collar closure. Each collar should be graded to individual coat sizes.
i. Chinstrap should be 8” long across the top corners, 11” long across the bottom corners, and a minimum 4” vertical height measured at the center. The chinstrap should be mounted to the collar by means to allow the chinstrap to be adjustable to accommodate different neck sizes and provide proper coverage.

j. An 80-pound (36.3 kg) tear strength hang-up loop should be provided at the interior collar seam. The loop should be constructed of triple layers of the specified outer shell material, lock stitched to the coat. Webbing is not acceptable.

k. To prevent stove piping, sleeves should be individually graded by coat size and sleeve length. For maximum freedom, sleeve design should feature extra full cut one-piece outer shell set-in sleeves with built-in bellows. To reduce the chances of possible top seam failure in that high thermal exposure area, the sleeve Major A seam should follow the underside of the arm and should not cross over the outside of the elbow joint. Sleeve seam and sleeve attachment to coat body in all layers should be 100% double feld and double stitched for maximum strength.

l. Every coat should feature a 100% Nomex or equivalent knit inner wristlets protected by a flame-resistant and moisture-resistant water well. This water well must pass the NFPA 1971 Whole Garment Liquid Penetration Test. This inner water well assembly should be interface capable with the appropriate glove to provide wrist protection. Please describe in detail in the proposal submission the construction and materials used for the inner wristlet and waterwell of the proposed gear.

m. There should be long style Nomex or equivalent knit inner wristlets which should provide a thumb attachment by means of Nomex or equivalent tabbing material bar tacked or equivalent at each end approximately 2” apart at the cuff opening. Knit wristlet material should not cover the palm of the wearer’s hand. Only full knit wristlets will be considered.

n. Every coat should feature a 2.5-inch (6.4 cm) long 100% Nomex or equivalent knit outer wristlet, which should be mounted to the end of each outer shell sleeve to prevent liquid and debris movement up the sleeve between the outer shell and the moisture barrier/thermal liner assembly.

o. Cuff extensions should be provided at the sleeve end to protect the interface area of the glove and coat cuff. Extensions should be made from same composite at the coat and should be installed with hook and loop to facilitate removal, cleaning and replacement.

p. Two-inch-wide (5.1 cm-wide) panels of breathable moisture/pathogen barrier and specified thermal liner materials should be provided at coat front closure facings to preclude any type of break in the protective envelope. The entire circumference of a closed coat should consist of specified shell, moisture barrier and thermal liner materials.

The proposed PPE must pass the required NFPA 1971 Whole Garment Liquid Penetration Test and Particle Inward Leakage Test. Please indicate in the proposal submission the construction methods used to achieve this standard.

q. A dead air space or other thermal protection system shall be provided in the high heat load areas of the upper back/shoulder/chest, outside of the upper arm with a break at
the elbow, and continue down the top of the forearm to the end of the thermal liner/moisture barrier.

3. Pants
   a. The pant should be of a traditional waist-high-only design to facilitate full torso ventilation of front, rear and sides of trunk for maximum body cooling effect to help minimize firefighter heat stress, which meets, or exceeds the NFPA standards.

   b. Garments should feature a tailored outer shell with moisture barrier and lining. A pant with a four-piece moisture barrier and thermal liner should be provided, at no additional charge, when and if an individual’s tailoring needs require it.

   c. Specifications as stated within this section will supersede any previous specification as long as the required certifications are not compromised.

      1) The pants should have 3”, circumferential cuff trim, Lime Yellow 2-Tone Scotchlite or equivalent and should be attached using lock stitching.

      2) Pant cuffs should be higher at rear in all three layers and should be reinforced in the high wear areas with black Ara-shield or equivalent.

      3) On the out seam of each thigh provide outer shell material bellows pockets that are approximately 9” H x 9” W x 1.5” D lined on all four sides with 8 ounce Kevlar 2/1 twill. Pocket flaps should close by means of 1.5 inch hook and loop full hook across the top leading edge of the pocket body with three vertical strip of hook and loop pile evenly spaced beneath the pocket flaps.

      4) The pants should be adapted for an internal “Fire Innovations” Arapaho Class II harness. There should be 7 evenly placed 1.0 inch retaining tabs placed around the waist. The pants should have NFPA 1971 compliant openings to accommodate the leg loops between the outer shell and the liner system. There should be loops on the inside of the outer shell to fasten the leg loops of the harness to the outer shell. There should be reinforcements made to protect the liner system from abrasion from the harness against the liner system.

      5) Each pant shall be provided with a Kevlar or equivalent Class II harness which closes at the front by means of a military grade, COBRA style parachute buckle with length adjustment. The harness should be made by Fire Innovations or equivalent, Model: Arapaho Class II escape harness. Harness should be certified to NFPA 1983.

      6) Right pocket will be used as a bail out pocket. Pocket should be same dimensions as left pocket, should have oversized flap to protect bailout components and internal organization features to accommodate bailout system components.

      7) Removable pocket inserts shall be provided to protect from damage or wear to internal or external pocket or pants components when storing tools or other accessories in the pocket. The insert shall be made of durable material and meet durability and flame resistant requirements equivalent or greater than that of the bunker coat and pants.
d. The moisture barrier and thermal liner assembly should be attached to the outer shell at the cuff by means of two (2) Nomex® or equivalent webbing snap assemblies per leg, and to the waistband, at the waist, with zipper attachment.

The liner system design should not allow products of combustion or other contaminants to move into the liner interior between the moisture barrier and thermal liner. For instance, separately hemmed and bar tacked liner and moisture barrier with open edge designs would not be acceptable.

The liner system should incorporate a hook and loop port at the right side of the fly to allow for field inspection of the “internal” condition of the moisture barrier membrane, seam sealing and thermal insulating layer / quilt stitching.

e. Wherever garment linings are specified, including but not limited to thermal linings and moisture barriers, each such lining layer should be tailor-graded to fit within the overall garment composite of all layers without causing bunching or binding when the garment is worn.

f. Pant should have a wide-style, traditional bunker pant fly that close in the opposite direction, with a left-over-right motion. The inner fly positive closure should be a zipper with oversized zipper pull and for the outer fly closure use 1.5 inch hook and loop with one glove snap located at the top leading outside edges of the fly.

The outer shell fly should be lock stitched to the left side of the front opening and should be in proportion to waist size and crotch rise in both length and width. Fly inner lining should extend at least 2 inches (5.1 cm) to the left of the outer shell fly attachment seam and should be constructed of certified breathable moisture barrier and thermal liner. The right front pant opening should have an internal facing extending at least 2 inches (5.1 cm) to the right and constructed of specified fabric. In combination with the liner, the system should offer 360-degree protection without gaps during movement of the outer shell moisture barrier and thermal liner.

Closure should be by means of a minimum 1.5-inch-wide (3.8-cm-wide) hook and loop fastener, and all construction techniques used should provide liquid penetration protection under the NFPA 1971 Whole Garment Liquid Penetration Test and pass the Particle inward leakage test. The fly should be graded to the waist size of garments and crotch rise.

g. Trouser knee design should be constructed with a comfort/mobility design in all layers and consist of:

1) Use the specified outer shell material to provide the reinforcement at the sides of the knee pads and use black Ara-shield down the center

2) The area of reinforcement should be a minimum of 12”H x 8’W (30 cm x 20 cm).

3) Knee area shall be padded under the Ara-shield or equivalent.

4) Pads shall be secured in place to prevent movement.
5) An additional layer of a thermal liner shall be sewn to the knee area between the moisture barrier and the thermal liner. The additional layer of thermal liner shall be approximately one inch smaller than the knee reinforcement on the outer shell.

6) Include in your proposal the type of material used, construction details, and the design elements of the reinforced cushioned knee used in the proposed PPE.

   h. Provide outer shell horizontal suspender loops placed on waist. Attachment should be by means of heavy duty bar tacks or equivalent

   i. Install 8-point attachment, quick adjusting, padded shoulders suspenders made from two-inch wide cotton webbing and two-inch wide heavy duty elastic. The suspenders should also include 2” wide lime yellow, 2-tone Scotchlite or equivalent trim in the upper chest, shoulders and upper back. Attachment to the suspender loops inside the pant waist should be accomplished by the end of each elastic strap being passed through the suspender loop and snapping to itself by means of two 12-pound glove snaps per elastic strap. This type of attachment will prevent the suspender of rotating when pants are being donned.

E. **Innovation (criteria 4)**
   Additional features not listed in the requirements that are deemed beneficial to the Department or personnel. Such benefits include but are not limited to features that improve physiology performance to the wearer, cancer prevention features, care and maintenance programs or additional warranty. Documentation explaining features in detailed must be provided.

F. **Wear Test (Phase 2)**
   After Phase I (Technical) is evaluated and scoring according to criteria above, the selection team may short list to the highest scoring firms to participate in the wear test. Please note: After the pre-proposal conference, we will complete the fitting process. This will be done in an effort to minimize lead time. Any preparation performed by the proposer prior to receiving confirmation that your company has been short-listed will be at your own risk. Gwinnett County will not be responsible for reimbursing for any samples. Seven fire personnel will evaluate the gear based on the above listed criteria. This test will be done independently of Phase 1 and 3. The results will be reported to the Evaluation team along with any supporting documentation of the wear test.

   The evaluation process will consist of 20 scenarios. During which, fire personnel will wear each sample while performing daily operations where there is a threat of fire or when certain physical hazards are likely to be encountered, such as non-fire-related rescue operations, emergency medical operations, and victim extrication. The evaluation will include live fire exercises. Each evaluator will score each sample independently and an average of these scores will be recorded as the final score for this portion of the evaluation. The wear test evaluation process is estimated to be completed by November 1, 2019.

   Note Exhibit A (attached) for more details of how the Wear Tests will be performed and how they will be scored.

VII. **Certification/Affidavits**
   The Supplier’s Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Suppliers are asked to read the Request for Proposal carefully to insure that they address the specific requirements of this Request and submit all requested information. Proposals shall address the following informational requests. **Tab G should include the following certifications, justification, understanding, etc. required in this RFP.**

B. All materials and construction shall meet or exceed NFPA 1971, Standard for Protective Clothing for Structural Fire Fighting, 2018 Edition. All materials used in construction of the garments shall be tested by Underwriters Laboratories and proof of certification shall be denoted by the Underwriters Laboratories certification label.

C. The following standards in their active versions on the date of invitation for bid should form a part of this specification to the extent specified herein.

<table>
<thead>
<tr>
<th>STANDARD</th>
<th>TITLE</th>
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<tbody>
<tr>
<td>ASTM D 6193-97</td>
<td>Standard Practice for Stitches and Seams</td>
</tr>
<tr>
<td>NFPA 1500, 2018 Edition</td>
<td>Standard on Fire Department Occupational Safety and Health Program</td>
</tr>
<tr>
<td>NFPA 1851, 2014 Edition</td>
<td>Standard on Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles</td>
</tr>
</tbody>
</table>

D. The manufacturer must certify that the garments proposed meet or exceed all requirements of NFPA 1971. The manufacturer must also list and label this product with Underwriters Laboratories Inc.

E. (UL) or Safety Equipment Institute (SEI), as the third party certification organization prescribed in NFPA 1971. All certification testing and test preconditioning must have been performed by an ISO 17025-certified laboratory. UL, SEI or a UL Authorized Client Test Data Program laboratory will fulfill this requirement.

F. Certification shall include, by definition, the scope of protection as follows: Coat shall provide limited protection resistance to bloodborne pathogens to the upper torso including the arms but excluding the head and neck interface area and the hand and wrist interface area. The pant shall provide limited protection resistance to the lower torso including the legs but excluding the foot and ankle interface area. The coat and pant overlap shall provide limited protection resistance to the coat/pant interface area.

G. Manufacturer must provide, on request, third party certification of the required interface bloodborne pathogen resistant capability.

H. The manufacturer must include evidence that they are registered to the current ISO 9001, Quality Management Systems – Requirements, to assure a satisfactory level of quality.

I. The manufacturer should provide a lifetime warranty against defects in materials and workmanship and submit with the proposal package. Include warranty policies.

V. PROPOSAL EVALUATION CRITERIA
The proposals will be reviewed by an Evaluation Team composed of County personnel.

Phase 1 - Evaluation Team will have access to all proposal materials. Using the Proposed Evaluation Criteria that follows, the Team will evaluate all responsive technical proposals based on the Phase 1 evaluation criteria.
A short-list may be established. The short-listed firms will advance to Phase 2 of the evaluation process. Gear should be received 6 weeks from the date of request.

**Phase 2** - Wear Test will be conducted following Phase 1. Seven (7) fire personnel will evaluate the gear based on the criteria listed in this RFP. This test will be done independently of Phase 1 and 3. The wear testers will score the criteria individually and will then provide results to the Evaluation Team along with any supporting documentation of the wear test.

The scores of Phase 1 and 2 will be tallied, the proposals will be ranked, and a short list may be established. The short listed firms will advance into Phase 3 of the evaluation process. The number of proposers advanced into the third phase will be at the discretion of the Evaluation Team.

**Phase 3** - Fee Schedules will be requested from the proposers that advance to Phase 3. Fee Schedules should be received within 7 business days from the date noted in the request.

The County may negotiate terms and/or pricing of the contract with the highest scoring firm(s). Gwinnett County reserves the right to reject any or all proposals, in whole or in part, to negotiate changes in the scope of services and to waive any technicalities as deemed in its best interest.

<table>
<thead>
<tr>
<th>Phase 1 - Technical Evaluation</th>
<th>Tab</th>
<th>Points</th>
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<tbody>
<tr>
<td>1. Delivery Terms</td>
<td>A</td>
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</tr>
<tr>
<td>2. Quality of References</td>
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<td>10</td>
</tr>
<tr>
<td>3. Understanding and Adherence to Specifications Gear Specifications</td>
<td>C &amp; D</td>
<td>10</td>
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<tr>
<td>4. Innovation</td>
<td>E</td>
<td>10</td>
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<tr>
<td>Phase 1 Sub-Total</td>
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<td>40</td>
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**Phase 2 – Wear Test**

| Workability; fit, dexterity, mobility, weight and DRD. Protection; thermal exposure, saturation, tear resistance, visibility, breathability. Durability; repeated thermal exposure, tear resistance, closure components, ease of maintenance. (See Exhibit A for a sample of the wear test requirements) | F   | 50     |

**Phase 3 - Fee Evaluation**

| Cost |     | 10     |

| Total Score | 100  |
FEE SCHEDULE – PHASE 3  
(TO BE SUBMITTED ONLY UPON REQUEST)

Delivery will be F.O.B. Destination Freight Pre-Paid and Allowed to:  
Gwinnett County Fire & Emergency Services  
450 Hosea Road  
Lawrenceville, GA 30046

<table>
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<tr>
<th>ITEM #</th>
<th>APPROX. ANNUAL QTY</th>
<th>DESCRIPTION</th>
<th>MANUF. &amp; NO.</th>
<th>DELIVERY A.R.O.</th>
<th>UNIT PRICE</th>
<th>TOTAL PRICE</th>
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<tbody>
<tr>
<td>1.</td>
<td>150 ea.</td>
<td>Protective coats</td>
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<td>2.</td>
<td>150 ea.</td>
<td>Name patch</td>
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<tr>
<td>3.</td>
<td>150 ea.</td>
<td>Protective pants w/ belt &amp; suspenders</td>
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**TOTAL** $  

REPLACEMENT PARTS  
4. Drag Rescue Device  
5. Suspenders  
6. Belt

Supplier has examined RFP and following addenda:  

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<tr>
<th>No.</th>
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SUPPLIER NAME ________________________________
Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare bid non-responsive. Contract to begin at the end of the current contract on April 20, 2020.

Unless otherwise noted, bid prices will remain firm for four (4) additional terms.

If a percentage decrease will be a part of this bid, please note this in the space provided together with an explanation.

1st Renewal Option %  
2nd Renewal Option %  
3rd Renewal Option %  
4th Renewal Option %

If a percentage increase will be a part of this bid, please note this in the space provided together with an explanation.

1st Renewal Option %  
2nd Renewal Option %  
3rd Renewal Option %  
4th Renewal Option %

Certification Of Non-Collusion In Bid Preparation

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred and twenty (120) days of the date of quote opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the quote schedule. By submission of this bid, I understand that Gwinnett County uses Electronic Payments for remittance of goods and services. Vendors should select their preferred method of electronic payment upon notice of award. For more information on electronic payments, please refer to the Electronic Payment information in the instructions to bidders.

Legal Business Name

Federal Tax ID

Complete Address

Does your company currently have a location within Gwinnett County? Yes ☐ No ☐

Representative Signature Printed Name

Telephone Number E-mail address
REFERENCES

Proposers should include list of references as part of their proposal submission. Proposers are required to demonstrate successful performance of the proposed turnout gear and customer service level by submitting references from three (3) user departments during the past three (3) years. The proposer should provide references from using departments of similar size, climates, with comparable number of employees, similar call type and volume.

1. Company Name

   Brief Description of Project/Gear Provided

   Completion Date

   Contract Amount $ Start Date

   Contact Person Telephone

   E-Mail Address

2. Company Name

   Brief Description of Project/Gear Provided

   Completion Date

   Contract Amount $ Start Date

   Contact Person Telephone

   E-Mail Address

3. Company Name

   Brief Description of Project/Gear Provided

   Completion Date

   Contract Amount $ Start Date

   Contact Person Telephone

   E-Mail Address

Supplier Name
CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

_________________________________________  _____________________
E-Verify * User Identification Number   Date Registered

_________________________________________
Legal Company Name

_________________________________________
Street Address

_________________________________________
City/State/Zip Code

BY: Authorized Officer or Agent
(Contractor Signature)  ______________________
Date

__________________________________________
Title of Authorized Officer or Agent of Contractor

__________________________________________
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_______ DAY OF ____________________, 201__

____________________________________________
Notary Public
My Commission Expires:

* As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is “E-Verify” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in...
CODE OF ETHICS AFFIDAVIT
(THESE FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)

In accordance with Section 54-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. (Company Submitting Bid/Proposal)

2. (Please check one box below)
   - □ No information to disclose (complete only section 4 below)
   - □ Disclosed information below (complete section 3 & section 4 below)

3. (if additional space is required, please attach list)

<table>
<thead>
<tr>
<th>Gwinnett County Elected Official Name</th>
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</table>

4. Sworn to and subscribed before me this

   BY: __________________________________________  _______ day of ____________, 20____
   Authorized Officer or Agent Signature

   __________________________________________
   Printed Name of Authorized Officer or Agent

   ________________________________ (seal)
   Notary Public

Title of Authorized Officer or Agent of Contractor

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com
FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

SM

IF YOU DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE BY CHECKING ONE OR MORE OF THE REASONS LISTED BELOW AND EXPLAIN.

_______ Do not offer this product or service; remove us from your bidder's list for this item only.

_______ Specifications too "tight"; geared toward one brand or manufacturer only.

_______ Specifications are unclear.

_______ Unable to meet specifications

_______ Unable to meet bond requirements

_______ Unable to meet insurance requirements

_______ Our schedule would not permit us to perform.

_______ Insufficient time to respond.

_______ Other


SUPPLIER NAME


AUTHORIZED REPRESENTATIVE


SIGNATURE
I. PREPARATION OF PROPOSALS
A. Each proposer shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the proposer’s risk.
B. Each proposer shall furnish all information required by the proposal form or document. Each proposer shall sign the proposal and print or type his or her name on the schedule. The person signing the proposal must initial erasures or other changes. An authorized agent of the company must sign proposals.
C. With the exception of solicitations for the sale of real property, individuals, firms and businesses seeking an award of a Gwinnett County contract may not initiate or continue any verbal or written communications regarding a solicitation with any County officer, elected official, employee or other County representative other than the Purchasing Associate named in the solicitation between the date of the issuance of the solicitation and the date of the final contract award by the Board of Commissioners. The Purchasing Director will review violations. If determined that such communication has compromised the competitive process, the offer submitted by the individual, firm or business may be disqualified from consideration for award. Solicitations for the sale of real property may allow for verbal or written communications with the appropriate Gwinnett County representative.
D. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the bid/proposal submittal, but are contained for informational purposes only. If awarded, the successful proposer(s) will be required to complete them prior to contract execution.
E. Effective, July 1, 2013 and in accordance with the Georgia Illegal Reform and Enforcement Act, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with your bid/proposal submittal, if the solicitation is for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia). Failure to provide the Contractor Affidavit and Agreement with your bid/proposal submittal may result in bid/proposal being deemed non-responsive and automatic rejection.

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

III. EXPLANATION TO PROPOSERS
Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposals, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation in order for a reply to reach all proposers before the close of the proposal. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum to the invitation if such information is necessary or if the lack of such information would be prejudicial to uninformed proposers. The written proposal document supersedes any verbal or written communication between the parties. Receipt of addenda should be acknowledged in the proposal. It is the proposer’s responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the assigned Procurement Agent prior to proposal submittal.
IV. SUBMISSION OF PROPOSALS
A. Proposals shall be enclosed in a sealed package, addressed to the Gwinnett County Purchasing Office with the name and address of the proposer, the date and hour of opening, and the request for proposal number on the face of the package. Telegraphic/faxed proposals will not be considered. Any addenda should be enclosed in the sealed envelopes as well.
B. ADD/DEDUCT: Add or deduct amounts indicated on the outside of the envelope are allowed and will be applied to the lump sum amount. Amount shall be clearly stated and should be initialed by an authorized company representative.
C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified by the County, at no expense to the County. Unless otherwise specified, samples will be returned at the proposer’s request and expense if testing does not destroy items.
D. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.
E. Full identifications of each item proposed, including brand name, model, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer’s literature may be furnished.
F. The proposer must certify that items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.
G. Unsigned proposals will not be considered except in cases where proposal is enclosed with other documents that have been signed. The County will determine this.
H. Gwinnett County is exempt from federal excise tax and Georgia sales tax with regard to goods and services purchased directly by Gwinnett County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.
I. Information submitted by a proposer in the proposal process shall be subject to disclosure after proposal award in accordance with the Georgia Open Records Act.

V. WITHDRAWAL OF PROPOSAL DUE TO ERRORS
No proposer who is permitted to withdraw a proposal shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Gwinnett County Purchasing Office of an obvious clerical error made in calculation of proposal. Withdrawal of bid bond for this reason must be done in writing. Suppliers who fail to request withdrawal of proposal by the required forty-eight (48) hours shall automatically forfeit bid bond. Bid bond may not be withdrawn otherwise.

Proposal withdrawal is not automatically granted and will be allowed solely at Gwinnett County’s discretion.

VI. TESTING AND INSPECTION
Since tests may require several days for completion, the County reserves the right to use a portion of any supplies before the results of the tests are determined. Cost of inspections and tests of any item that fails to meet the specifications shall be borne by the proposer.
VII. F.O.B. POINT
Unless otherwise stated in the request for proposal and any resulting contract, or unless qualified by the proposer, items shall be shipped F.O.B. Destination. The seller shall retain title for the risk of transportation, including the filing for loss or damages. The invoice covering the items is not payable until items are delivered and the contract of carriage has been completed. Unless the F.O.B. clause states otherwise, the seller assumes transportation and related charges either by payment or allowance.

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

IX. BID BONDS AND PAYMENT AND PERFORMANCE BONDS
(IF REQUIRED, FORMS WILL BE PROVIDED IN THIS DOCUMENT)
A five percent (5%) bid bond, a one hundred percent (100%) performance bond, and a one hundred percent (100%) payment bond must be furnished to Gwinnett County for any proposal as required in the proposal package or document. **Failure to submit a bid bond with the proper rating will result in the proposal being deemed non-responsive.** Bonding company must be authorized to do business in Georgia by the Georgia Insurance Commission, listed in the Department of the Treasury’s publication of companies holding certificates of authority as acceptable surety on Federal bonds and as acceptable reinsuring companies, and have an A.M. Best rating as stated in the insurance requirement of the solicitation. **The bid bond, payment bond, and performance bond must have the proper an A.M. Best rating as stated in the proposal when required in the proposal package or document.**

X. DISCOUNTS
A. Time payment discounts will be considered in arriving at net prices and in award of proposal. Offers of discounts for payment within ten (10) days following the end of the month are preferred.
B. In connection with any discount offered, time will be computed from the date of delivery and acceptance at destination, or from the date correct invoice or voucher is received, whichever is the later date. Payment is deemed to be made for the purpose of earning the discount, on the date of the County check.

XI. AWARD
A. Award will be made to the highest scoring responsive and responsible proposer according to the criteria stated in the proposal documents. The County may make such investigations as it deems necessary to determine the ability of the proposer to perform, and the proposer shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.
B. The County reserves the right to reject or accept any or all proposals and to waive technicalities, informalities and minor irregularities in the proposals received.
C. The County reserves the right to make an award as deemed in its best interest, which may include awarding a proposal to a single proposer or multiple proposers; or to award the whole proposal, only part of the proposal, or none of the proposal to single or multiple proposers, based on its sole discretion of its best interest.
D. In the event scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
E. In the event that negotiations with the highest ranked firm are unsuccessful the County may then negotiate with the second ranked firm and so on until a satisfactory agreement has been reached.

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

XIII. COUNTY FURNISHED PROPERTY
The County will furnish no material, labor or facilities unless so provided in the RFP.

XIV. REJECTION OF PROPOSALS
Failure to observe any of the instructions or conditions in this request for proposal shall constitute grounds for rejection of proposal.

XV. CONTRACT
Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities or services described therein shall constitute a contract between the proposer and the County which shall bind the proposer on his part to furnish and deliver the articles quoted at the prices stated in accordance with the conditions of said accepted proposal. The County, on its part, may order from such contractor, except for cause beyond reasonable control, and to pay for, at the agreed prices, all articles specified and delivered.

Upon receipt of a proposal containing a Gwinnett County “Sample Contract” as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via these documents. If any exceptions are taken to any part, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the proposer fully agrees to the “Sample Contract” in its entirety.

When the contractor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the contractor, within thirty (30) days of receipt of any department approved payment request and based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. In the event that Gwinnett County fails to pay the contractor within sixty (60) days of receipt of a pay request based upon work completed or service provided pursuant to the contract, the County shall pay the contractor interest at the rate of ½% per month or pro rata fraction thereof, beginning the sixty-first (61st) day following receipt of pay requests. The contractor’s acceptance of progress payments or final payment shall release all claims for interest on said payment.
XVI. **NON-COLLUSION**
Proposer declares that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities, and that the proposal is bona fide and is in all respects fair and without collusion or fraud. Each proposer, if included in proposal documents, shall execute an affidavit of non-collusion. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

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

XVIII. **TERMINATION FOR CAUSE**
The County may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County’s rights or remedies by law.

XIX. **TERMINATION FOR CONVENIENCE**
The County may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the County’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

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

XXI. **SUBSTITUTIONS:**
Proposers offering and quoting on substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their proposal. The absence of such a substitution list shall indicate that the proposer has taken no exception to the specifications contained therein.

XXII. **INELIGIBLE PROPOSERS**
The County may choose not to accept the proposal of one who is in default on the payment of taxes, licenses or other monies owed to the County. Failure to respond three (3) consecutive times for any given commodity may result in removal from the list under that commodity.

XXIII. **OCCUPATION TAX CERTIFICATE**
Each successful proposer shall provide evidence of a valid Gwinnett County occupation tax certificate if the proposer maintains an office within the unincorporated area of Gwinnett County. Incorporated, out
of County and out of State proposers are required to provide evidence of a certificate to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE:
The Purchasing Policy and Review Committee has been established to review purchasing procedures and make recommendations for changes; resolve problems regarding the purchasing process; make recommendations for standardization of commodities, schedule buying, qualified products list, annual contracts, supplier performance (Ineligible Source List) and other problems or requirements related to Purchasing. The Purchasing Policy and Review Committee have authority to place suppliers and contractors on the Ineligible Source List for reasons listed in the Gwinnett County Purchasing Ordinance.

XXV. AMERICANS WITH DISABILITIES ACT:
All contractors for Gwinnett County are required to comply with all applicable sections of the Americans with Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans with Disabilities Act (ADA), Gwinnett County provides reasonable accommodations to permit a qualified applicant with a disability to enjoy the privileges of employment equal to those employees without disabilities. Disabled individuals must satisfy job requirements for education background, employment experience, and must be able to perform those tasks that are essential to the job with or without reasonable accommodations. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to Susan Canon, Human Relations Coordinator, 75 Langley Drive, Lawrenceville, Georgia 30046, 770-822-8165.

XXVI. ALTERATIONS OF SOLICITATION AND ASSOCIATED DOCUMENTS:
Alterations of County documents are strictly prohibited and will result in automatic disqualification of the firm’s solicitation response. If there are “exceptions” or comments to any of the solicitation requirements or other language, then the firm may make notes to those areas, but may not materially alter any document language.

XXVII. TAX LIABILITY:
Local and state governmental entities must notify contractors of their use tax liability on public works projects. Under Georgia law, private contractors are responsible for paying a use tax equal to the sales tax rate on material and equipment purchased under a governmental exemption that is incorporated into a government construction project: excluding material and equipment provided for the installation, repair, or expansion of a public water, gas or sewer system when the property is installed for general distribution purposes. To the extent the tangible personal property maintains its character (for example the installation of a kitchen stove), it remains tax-exempt. However, if the installation incorporates the tangible personal property into realty, e.g., the installation of sheetrock, it becomes taxable to the private contractor. See O.C.G.A. 48-8-3(2) and O.C.G.A. 48-8-63

XXVIII. STATE LAW REGARDING WORKER VERIFICATION
Effective July 1, 2013 State Law requires that all who enter into a contract for the physical performance of services for all labor or service contract(s) that exceed $2,499.99 (except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia) for the County, must satisfy the Illegal Immigration Reform and Enforcement Act, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Performance Analysis Division shall be authorized to conduct random audits of a contractor’s or subcontractors’ compliance with the Illegal Immigration Reform and Enforcement Act and the rules and regulations of the Georgia Department of
Labor. The contractor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract. This requirement shall apply to all contracts for all labor or service contracts that exceed $2,499.99 except for services performed by an individual who is licensed pursuant to Title 26, Title 43, or the State Bar of Georgia.

Whenever it appears that a contractor’s or subcontractor’s records are not sufficient to verify the work eligibility of any individual in the employ of such contractor or subcontractor, the Purchasing Director shall report same to the Department of Homeland Security and may result in termination of the contract if it is determined at any time during the work that the contractor/or subcontractor is no longer in compliance with the Illegal Immigration Reform and Enforcement Act.

XXIX. SOLID WASTE ORDINANCE
No individual, partnership, corporation or other entity shall engage in solid waste handling except in such a manner as to conform to and comply with the current Gwinnett County Solid Waste Ordinance and all other applicable local, state and federal legislation, rules, regulation and orders.

XXX. GENERAL CONTRACTORS LICENSE
Effective July 1, 2008: All General Contractors must have a current valid license from the State Licensing Board for Residential and General Contractors, unless specifically exempted from holding such license pursuant to Georgia law (O.C.G.A. Section 43-41-17).

XXXI. INDEMNIFICATION
To the fullest extent permitted by law, the Contractor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, the engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by the negligent acts, errors or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless whether such claim is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any of the rights or obligations of indemnity which would otherwise exist as to any party or person described in this agreement. In any and all claims against the County, the engineer, or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation contained herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Worker’s Compensation Acts, disability benefit acts, or other employee benefit acts.

XXXII. CODE OF ETHICS:
“Proposer/Bidder” shall disclose under oath the name of all elected officials whom it employs or who have a direct or indirect pecuniary interest in the business entity, its affiliates, or its subcontractors. The “Proposer/Bidder” shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the bid or proposal process shall render the bid or proposal non-responsive.

The act of submitting false information or omitting material information shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.
Any business entity holding a contract with Gwinnett County that subsequent to execution of the contract or issuance of the purchase order employs, subcontracts with, or transfers a direct or indirect pecuniary interest in the business entity to an elected official shall within five (5) days disclose such fact in writing under oath to the Clerk of the Board of Commissioners. Failure to comply shall be referred to the Purchasing Policy & Review Committee for action pursuant to the Purchasing Ordinance or to the District Attorney for possible criminal prosecution.

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its entirety at www.gwinnettcounty.com

XXXIII. PENDING LITIGATION:
A proposal submitted by an individual, firm or business who has litigation pending against the County, or anyone representing a firm or business in litigation against the County, not arising out of the procurement process, will be disqualified.

XXXIV. ELECTRONIC PAYMENT
Vendors accepting procurements should select one of Gwinnett County’s electronic payment options.

A. A vendor may select ePayables payment process which allows acceptance of Gwinnett County’s virtual credit card as payment for outstanding invoices. The authorized vendor representative must send an email to: vendorelectronicpayment@gwinnettcounty.com and indicate the desire to enroll in Gwinnett County’s virtual credit card payment process.

B. A vendor may select Direct Deposit payment process and the payment will be deposited directly into an account at their designated financial institution. To securely enroll in Direct Deposit, either access your online Vendor Login and Registration on the County’s web site and update the requested information on the Direct Deposit tab or mail a Direct Deposit Authorization Agreement form.

The County will send a Payment Advice notification via email for both payment types.

For more information about Electronic Payments, please go to the Treasury Division page on the County’s Web Site or click here -> Gwinnett County Electronic Payments.

DIRECTIONS TO GJAC BUILDING FROM I-85
Take I-85 north to Georgia Highway 316 (Lawrenceville/Athens exit). Exit Highway 120 (Lawrenceville/Duluth exit) and turn right. At seventh traffic light, turn right onto Langley Drive. Cross Highway 29 through the traffic light to the 4-way stop sign. The public parking lot is on the left. The Purchasing Division is located in the Administrative Wing-2ND Floor.