ADVERTISEMENT FOR REQUEST FOR PROPOSAL
COBB COUNTY PURCHASING DEPARTMENT

BID OPENING DATE: APRIL 23, 2009

Cobb County will receive Sealed Bids before 12:00 NOON, April 23, 2009 in the Cobb County Purchasing Department, 1772 County Services Parkway, Marietta, GA 30008 for:

SEALED BID # 09 – 5402
PURCHASE OF STRUCTURAL FIRE FIGHTING GEAR FOR COBB COUNTY FIRE AND EMERGENCY SERVICES

No bids will be accepted after the 12:00 noon deadline.

Proposals are opened at 2:00 p.m. at Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Bid/Meeting Room, Marietta, GA 30008. Proposals received after the date and time indicated will not be considered.

No proposal may be withdrawn for a period of one hundred twenty (120) days after date of bid opening, unless otherwise specified in the bid documents. Cobb County will consider the competency and responsibility of bidders in making the award. Cobb County reserves the right to reject any and all proposals, to waive informalities and technicalities, to reject portions of the proposals, and to award contracts in a manner consistent with the County and the laws governing the State of Georgia.

This solicitation and any addenda are available for download in PDF format on the Cobb County purchasing website. www.purchasing.cobbcountyga.gov
To request a copy of the proposal documents, **FAX** the following information to the Purchasing Department @ 770-528-1154 or **e-mail** requests to purchasing@cobbcounty.org:

Company name, contact name, company address, phone number and fax number.

Please reference the proposal number and the title of the proposal in the request

Advertise: MARCH 27, 2009
APRIL 3, 10, 17, 2009

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

BID/PROJECT NUMBER: 09-5402
REQUEST FOR PROPOSAL
PURCHASE OF STRUCTURAL FIRE FIGHTING GEAR FOR
COBB COUNTY FIRE AND EMERGENCY SERVICES

DELIVERY DEADLINE: APRIL 23, 2009 BEFORE 12:00 (NOON) EST
(NO BIDS/PROPOSALS WILL BE ACCEPTED AFTER THIS DEADLINE).

OPENING DATE: ARPIL 23, 2009 @ 2:00 P.M. IN THE PURCHASING DEPARTMENT BID ROOM.

BUSINESS NAME AND ADDRESS INFORMATION:

COMPANY NAME: _____

CONTACT NAME: _____

COMPANY ADDRESS: _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

_____

NAME AND OFFICIAL TITLE OF OFFICER GUARANTEEING THIS QUOTATION:

_____ _____
(PLEASE PRINT/TYPE) NAME TITLE

SIGNATURE OF OFFICER ABOVE: _____
(SIGNATURE)

TELEPHONE: _____ FAX: _____

BIDDER WILL INDICATE TIME PAYMENT DISCOUNT: _____

BIDDER SHALL INDICATE MAXIMUM DELIVERY DATE: _____

BIDS RECEIVED AFTER THE DATE AND TIME INDICATED WILL NOT BE CONSIDERED. COBB COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, TO WAIVE INFORMALITIES, TO REJECT PORTIONS OF THE BID, TO WAIVE TECHNICALITIES AND TO AWARD CONTRACTS IN A MANNER CONSISTENT WITH THE COUNTY AND THE LAWS GOVERNING THE STATE OF GEORGIA.

THE ENCLOSED (OR ATTACHED) BID IS IN RESPONSE TO INVITATION NUMBER 09-5402 ; IS A FIRM OFFER, **AS DEFINED BY SECTION O.C.G.A. (S) 11-2-205 OF THE CODE OF GEORGIA (GEORGIA LAWS 1962 PAGES 156-178),** BY THE UNDERSIGNED BIDDER. THIS OFFER SHALL REMAIN OPEN FOR ACCEPTANCE FOR A PERIOD OF 120 CALENDAR DAYS FROM THE BID OPENING DATE, AS SET FORTH IN THIS INVITATION TO BID UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS.

NOTICE TO BIDDERS - - BID QUOTES MUST INCLUDE INSIDE DELIVERY CHARGES

ADVERTISE DATES: MARCH 27, 2009
APRIL 3, 10, 27, 2009

BIDDING INSTRUCTIONS – TERMS AND CONDITIONS

1. PREPARATION OF BID:

(A) Bidders are expected to examine the drawings, specifications, schedules, and all instructions. Failure to do so will be at the bidder's risk.
(B) Each bidder shall furnish the information required by the bid form. The bidder shall sign and print or type his/her name where designated. The person signing the bid must initial erasures or other changes.
(C) Unit price for each quotation shall be shown and such price shall include packing unless otherwise specified, along with a total and grand total where applicable. In case of discrepancy between a unit price and extended price, the unit price will be presumed correct.
(D) Where not otherwise specified, bidders must definitely state DATE OF DELIVERY.

2. EXPLANATION TO BIDDERS:

Any explanation desired by a bidder regarding the meaning or interpretation of Invitation to Bids, Request for Proposals or Qualifications, drawings, specifications, etc., must be in writing. All questions must be received within seven (7) business days prior to the bid opening date for a response to be generated by the County to all bidders in the form of an addendum. If any statement in the bidding documents, specifications, etc., appears ambiguous to the bidder, the bidder is specifically instructed to make a written request to the Purchasing Department, unless otherwise outlined in the specifications. Any information given to a prospective bidder concerning an Invitation for Bid will be furnished to all prospective bidders, as an addendum to the invitation, if such information is necessary to bidders in submitting bids on the invitation or if the lack of such information would be prejudicial to uninformed bidders. Receipt of the addendum by a bidder must be acknowledged on the bid or by letter received before the date and time specified for the bid opening. **ORAL EXPLANATION OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF THE CONTRACT WILL NOT BE BINDING.**

3. SUBMISSION OF BIDS: FACSIMILE BIDS WILL NOT BE CONSIDERED.

(A) Any Bid Package and modifications thereof shall be enclosed in a sealed envelope, addressed to the office specified in the Invitation to Bid, with the name and address of the bidder, the date and hour of bid opening, and name of bid. A bid reply label will be included in most bid packages stating the above referenced information. Any bid package NOT having bid information on outside of package could be opened as regular mail, and bid could be disqualified.
(B) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the County, and at no expense to the County
(C) An item offered must at least meet specifications called for and must be of quality which will adequately service the purpose and use for which it was intended.
(D) Full identification of each item bid upon, including brand name, make, model, and catalog number, must be furnished according to the bid specifications if requested to identify exactly what the bidder is proposing. Supporting literature may be furnished to further substantiate the proposal.
(E) The bidder represents that the article(s) to be furnished under this Invitation to Bid is (are) new and that the quality has not deteriorated so as to impair its usefulness.
(F) Bids cannot be withdrawn or corrected after the bid opening (except reductions or changes by the successful bidder which would be beneficial or advantageous to the County). The County as deemed necessary may reject changes.
(G) Cobb County is exempt from Federal Excise Tax and Georgia Sales Tax.
(H) Cobb County does not accept conditional bids.

4. DEFAULT:

The Award as a result of bids received under this invitation may be in part based on the delivery factor. Accordingly, should delivery fail to be performed within the time specified by the bidder, the bid may then be declared in default of the contract. In such event, the County may then proceed to purchase in the open market the items from another source.

5. F.O.B. POINT:

Unless otherwise stated in the Invitation to Bid and any resulting contract, all articles will be F.O.B. Destination. This means delivered, unloaded, and placed in the designated place.

6. AWARD OF CONTRACT:

The Contract will be awarded to the responsible bidder whose bid will be the most advantageous to the County, price, and other factors considered. The County will make the determination. The County reserves the right at any time to reject any and all bids, to waive informalities and technicalities, to award portions of the bid, and to award contracts consistent with the County and the laws governing the State of Georgia. Normal payment terms are net thirty (30) days after receipt of invoice by the Finance Department.

COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-1154
www.cobbcounty.org

IMPORTANT NOTICE – PLEASE READ CAREFULLY!!

All vendors are required to submit the ORIGINAL AND AT LEAST one (1) duplicated copy of any bid submitted to Cobb County. Please refer to your bid specifications to determine if more than one (1) copy is required. Non-submission of a duplicate copy may disqualify your bid/proposal.

A **"SEALED BID LABEL"** has been enclosed to affix to your bid. This label ***MUST*** be affixed to the outside of the envelope or package, **even if it is a "NO BID" response**. Failure to attach the label may result in your bid being opened in error or not being routed to the proper location for consideration. No bid will be accepted after the date and time specified. IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT EACH BID HAS BEEN RECEIVED IN A TIMELY MANNER.

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

Bids must be received at the Cobb County Purchasing Department. **Any bids received later than 12:00 (noon) will not be accepted**. The County accepts no responsibility for delays in the mail. Bids are to be mailed or hand delivered to:

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

Bids will be opened at 2:00 P.M. in the Cobb County Purchasing Department, 1772 County Services Parkway, 2nd Floor, Conference/Bid Room, Marietta, GA 30008.

Thank you in advance for your cooperation.

SEALED BID LABEL

SEALED BID ENCLOSED

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

SEALED BID # 09-5402 DATE: April 23, 2009

BIDS MUST BE RECEIVED BEFORE 12:00 NOON

DESCRIPTION: Request for Proposal
Purchase of Structural Fire Fighting Gear for Cobb County Fire and Emergency Services

PLEASE ATTACH LABEL TO OUTSIDE OF BID PACKAGE

COBB COUNTY
PURCHASING DEPARTMENT
1772 County Services Parkway
Marietta, Georgia 30008-4012
(770) 528-8400/FAX (770) 528-8428
www.cobbcounty.org

Rick Brun
Purchasing Director

Dear Vendor

Vendors wishing to do business with Cobb County Government need to activate and update their accounts in the new County financial and purchasing system.

Periodically the Vendor Account Listing within this Cobb County system is purged. **Vendors not activated in the Vendor Self Service System (VSS) may be deleted from the listing of those vendors eligible to do business with Cobb County.**

Activating vendor accounts and updating the commodities your company can provide will enable the Purchasing Department to more accurately solicit quotations from your company.

Cobb County Government would like to identify individuals/businesses certified and/or meeting the definition of a Disadvantaged Business Enterprise (DBE) who are providing products and/or services to Cobb County. Please specify when you activate or update your accounts if your company is a Disadvantaged Business Enterprise (DBE) participant (Female, Black American, Hispanic American and any other minority owned business).

Vendors should go on line at **www.cobbpurchasing.org** to activate and update accounts by creating their own user name and password.

Vendors must submit a new W-9 form to Cobb County Finance Department, 100 Cherokee Street, Suite 400, Marietta, GA 30090-7000, if the following updates/changes are made to your vendor account:

- **Vendor Name Change**
- **Vendor TIN Change**
- **Vendor Address Change**

Vendors who do not have computer access may active their accounts in the Cobb County Purchasing Department located at 1772 County Services Parkway, Marietta, GA 30008. For assistance please call the Purchasing Department at 770-528-8400.

Thank you for your interest in doing business with Cobb County.

Mark Kohntopp
Purchasing Division Manager

Cobb County...Expect the Best!

REQUEST FOR PROPOSAL

SEALED BID # 09 – 5402
PURCHASE OF STRUCTURAL FIRE FIGHTING GEAR FOR COBB COUNTY FIRE AND EMERGENCY SERVICES

BID OPENING DATE: APRIL 23, 2009

BIDS ARE RECEIVED IN THE
COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GEORGIA 30008
BEFORE 12:00 (NOON) BY THE BID OPENING DATE

BIDS WILL BE OPENED IN THE COBB COUNTY PURCHASING DEPARTMENT
BID/MEETING ROOM AT 2:00 P.M.

VENDORS ARE REQUIRED TO SUBMIT THE ORIGINAL AND 2 COPIES OF BID
(UNLESS OTHERWISE SPECIFIED IN BID SPECIFICATIONS)

N.I.G.P. COMMODITY CODE; 34034

NAME: _____

ADDRESS: _____

_____

REPRESENTATIVE: _____

PHONE: _____ FAX: _____

E-MAIL _____

NOTE: The Cobb County Purchasing Department will not be responsible for the accuracy or completeness of the content of any Cobb County Invitation to Bid or Request for Proposal or subsequent addenda thereto received from a source other than the Cobb County Purchasing Department.

Cobb County...Expect the Best!

"STATEMENT OF NO BID"

COBB COUNTY PURCHASING DEPARTMENT
1772 COUNTY SERVICES PARKWAY
MARIETTA, GA 30008

TO ALL PROSPECTIVE BIDDERS:

Because of the many requests to be placed on our vendors' list, we are continuously updating the list. While we want to include all bona fide vendors, we do not want to mail bids to those vendors who may no longer be interested in participating in our bidding process.

If you do not choose to respond to the attached Invitation to Bid/Request for Proposal, please fill out the form below indicating whether or not you want to be retained on our current vendor list.

Vendors who do not respond in any way (by either submitting a bid or by returning this form) over a period of one year may be removed from the current vendor list.

Vendors who do not wish to bid often return the entire bid package, sometimes at considerable postage expense. Returning the entire bid package is not necessary. Simply return this form.

Thank you for your cooperation.
Cobb County Purchasing Department

"STATEMENT OF NO BID"
SEALED BID NUMBER 09-5402
REQUEST FOR PROPOSAL
PURCHASE OF STRUCTIRAL FIRE FIGHTING GEAR FOR COBB COUNTY FIRE AND EMERGENCY SERVICES

If you do not wish to respond to the attached Invitation to Bid/Request for Proposal, please complete this form and mail/fax to: **Cobb County Purchasing Department, Attention: Sealed Bid Department, 1772 County Services Parkway, Marietta, GA. Fax # 770-528-1154**

I do not wish to submit a bid/proposal on this solicitation.

I wish to be retained on the vendor list for this commodity or service: Yes_____ No ____

Please PRINT the following:

_____ _____
Company Representative

You are invited to list reasons for your decision not to bid: _____
_____
_____

REQUEST FOR PROPOSALS
COBB COUNTY FIRE & EMERGENCY SERVICES
STRUCTURAL FIRE FIGHTING GEAR
SEALED BID #09-5402

General Instructions for Proposers, Terms and Conditions

I. Preparation of Proposals

Each proposer shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the proposer's risk.

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 agent authorized to bind the company must sign proposals.

II. Delivery

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

III. Explanation To Proposers

Any explanation desired by a proposer regarding the meaning or interpretation of the request for proposal, drawings, specifications, etc. must be received in writing by **5:00 p.m. on Tuesday, April 14, 2009.** Requests received after this date will not receive a reply. Any information given to a prospective proposer concerning a request for proposal will be furnished to all prospective proposers as an addendum.

The written proposal document supersedes any verbal or written communication between parties. Receipt of addenda must be acknowledged in the proposal. Although the Purchasing Division will take effort to send any addendum to known proposers, it is the proposer's ultimate responsibility to ensure that they have all applicable addenda prior to proposal submittal. This may be accomplished via contact with the Purchasing Division prior to proposal submittal or viewing proposal documents on the Cobb County Purchasing website (purchasing.cobbcountyga.gov).

IV. Submission of Proposals

Proposals shall be enclosed in a sealed package, addressed to the Cobb County Purchasing Department 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.

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. Items offered must meet required specifications and must be of a quality that will adequately serve the use and purpose for which intended.

Full identification of each item proposed, including brand name, catalog number, etc. must be furnished to identify exactly what the proposer is offering. Manufacturer's literature may be furnished. The proposer must certify that the items to be furnished are new and that the quality has not deteriorated so as to impair its usefulness.

Unsigned proposals will not be considered.

Cobb County is exempt from federal excise tax and Georgia sales tax with regards to goods and services purchased directly by Cobb County. Suppliers and contractors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Suppliers and contractors should contact the State of Georgia Sales Tax Division for additional information.

Except as otherwise provided by law, 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. Proprietary information must be identified. Entire proposals may not be deemed proprietary.

V. Withdraw Proposal Due To Error

To withdraw a proposal after proposal opening, the supplier has up to forty-eight (48) hours to notify the Cobb County Purchasing Department 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.

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 from which the withdrawn proposal was submitted.

Proposal withdrawal is not automatically granted and will be allowed solely at the discretion of Cobb County.

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 a test are determined. Cost of inspections and tests of any item that fails to meet 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 the 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, Payment & Performance Bonds

NOT USED

X. Discounts

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.

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. Insurance

NOT USED

XII. Award

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 investigations of such proposer fails to satisfy the County that such proposer is properly qualified to carry out the obligations of the contract.

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. 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.

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 may 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 Cobb County "Sample Contract" as part of the requirements, it is understood that the proposer has reviewed the documents with the understanding that Cobb 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. The County reserves the right to make changes to the "Sample Contract".

When the contractor has performed in accordance with the provisions of this agreement, Cobb County shall pay the contractor within a reasonable time any payment requested based upon work completed or service provided pursuant to the contract, the sum so requested, less the retainage stated in this agreement, if any. The County's normal payment terms are net thirty (30) days after receipt of invoice.

XVI. 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 or rebid for 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 an 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.

XVII. Non-Collusion

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor

(c) No attempt has been made, or will be made, by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

XVIII. Conflict Of Interest, Etc.

By submission of a proposal, the proposer certifies, under penalty of perjury, that to the best of its knowledge and belief:

1. No circumstances exist which cause a Conflict of Interest in performing the services required by this RFP, and
2. That no employee of the County, nor any member thereof, not any public agency or official affected by this RFP, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this RFP.

The responding firm also warrants that he and his sub-consultant(s) have not employed or retained any company or person other than a bona fide employee working solely for the responding firm or sub-consultant(s) to solicit or secure a contract agreement with Cobb County, as related to this RFP, and that he and his sub-consultant(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the responding firm or his sub-consultant(s) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award of this Agreement.

For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment or consideration.

The successful responding firm shall require each of its sub-consultant(s) to sign a statement certifying to and agreeing to comply with the terms of the subsections above.

XIX. Default

The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of any contract term. 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 terminated or the County may issue a new Request for Proposal. In any 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 its proposal, unless extended in writing by the Purchasing Director, shall constitute contract default.

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. General Information

Sealed proposals, with original signatures, will be accepted by the County Purchasing Department at the time, place, and date specified. One (1) original and two (2) copies of the proposal must be submitted, complete with a cover letter signed by an official within the organization who has authority over project negotiation.

These proposals must be in accordance with the purposes, conditions, and instructions provided in this RFP. The Cobb County Board of Commissioners assumes no responsibility for proposals received after the submission time, whether due to mail delays or any other reason. Proposals received after the submission time will be filed unopened and considered non-responsive.
Cobb County reserves the right to retain all proposals submitted, and to use any idea in any proposal regardless of whether that proposal is selected. All work performed by the successful respondent shall be performed in compliance with the Americans With Disabilities Act.

XXIV. Uniformity Of Proposal

To facilitate comparative analysis and evaluation of proposals it is desired that a uniform format be employed in structuring each proposal. The respondent's degree of compliance with the requirements of the RFP will be a factor in the subsequent point-based evaluation of the proposal. Proposals with major deviations or omissions many not be considered for detailed study. Proposals will become part of the contract with Cobb County should they be selected under the RFP.

XXV. Request Additional Information

Inquiries that must be answered in regards to the Proposal procedures or technical matters shall be submitted in writing via U.S. Mail, facsimile, or email to:

Mr. Rick Brun
Purchasing Director
Cobb County Purchasing Division
1772 County Services Parkway
Marietta, Georgia 30008-4021
Fax: (770) 528-1154
Email: purchasing@cobbcounty.org

Correspondence should be submitted only to the designated individual. All inquiries must be in writing. Copies of all inquiries and responses shall be shared with all known recipients of the RFP by addendum. All inquiries must be received by **5:00 p.m. on Tuesday, April 14, 2009**. Cobb County will not orally or telephonically address any question or clarification regarding specifications or procedures. Cobb County is not bound by any oral representations, clarifications, or changes made to the written specification by County employees, unless such clarification or change is provided to the respondent in written addendum form from Cobb County.

XXVI. Firm Prices

Prices quoted by proposal shall be firm and best prices. Prices quoted must be valid for a minimum of one hundred and twenty (120) days from the date of bid opening.

XXVII. Proposal/Presentation Costs

The cost for developing a proposal will be borne by the respondent. Cobb County is not liable for any costs incurred by the respondent in preparation and/or presentation of proposals in response to this RFP or for travel and other costs related to this RFP.

XXVIII. Proposal Format

Presentation of the relevant information is at the discretion of the respondent; however, the proposal must address all items identified in Section Titled, Proposal Requirements. To assist in the evaluation of proposals resulting from the RFP, it is recommended that each proposal be written in a concise and forthright manner and that unnecessary marketing statements and materials be avoided.

XXIX. Indemnification/Hold Harmless

By submission of a proposal, the selected responding firm agrees to indemnify Cobb County to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Cobb County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged a) bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting there from; or any other damage or loss arising out of or resulting claims resulting in whole or part from any actual or alleged act or omission of the responding firm, sub-consultant, anyone directly or indirectly employed by any of them; or anyone for whose acts any of them may be liable in the performance of work; b) violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the responding firm in the performance of work; or c) liens, claims or actions made by the responding firm or other party performing the work, as approved by Cobb County.

The indemnification obligations herein shall not be limited to any limitation on the amount, type of damages, compensation, or benefits payable by or for the responding firm or its sub-consultant(s), as approved by the County, under workers' compensation acts, disability benefit acts, other employee benefit acts, or any statutory bar or insurance.

XXX. Proposal Evaluation

The Evaluation process will address current requirements and consider possible future operation and maintenance needs. Both objective and subjective rationale will be involved in the decision process.

1. Evaluation Responsibility

A selection committee will coordinate the review of all proposals and will submit a recommendation to the County Manager and Board of Commissioners.

2. Presentations
   During the evaluation process, the members of the selection committee may require that responding firms conduct a presentation. If required, these presentations will be scheduled in advance and limited in time. Location of the presentations will be pre-arranged.
3. Evaluation Criteria
   The County will use a specific set of criteria for the qualitative evaluation of competitive proposals. The structure of the evaluation will be to assign points to each response in a number of categories. A non-response to a specific category will result in no points being awarded for that category. Final rankings will be based on a combination of price and qualitative factors.

   The specific qualitative categories may include, but not be limited to, the following:
   1. Staff qualifications
   2. Performance/Experience of the firm on projects of similar nature, magnitude and complexity
   3. Approach to providing services, including training and support, and scope of work
   4. Financial Stability
   5. Availability of the firm to conduct the work
   6. Cost

Please see section 2.0 for proposal evaluation process

All proposal requirements must be met, or capable of being met by the responding firm or the proposal will be disqualified as non-responsive. It is extremely important that project schedules are met. Only those firms or teams with the necessary resources and a commitment to complete all project work on schedule should submit a Proposal.

XXXI. Multi-Year Contract Provisions

The successful respondent will be required to enter into a contract containing the provisions as required by Georgia law pertaining to multi-year contracts. The following is a sample of the provision and will be adjusted as to the term or as to the length of the contract.

This contract shall terminate absolutely and without further obligation on the part of Cobb County at the close of the calendar year in which it was executed, and at the close of each succeeding calendar year for which it may be renewed as provided in O.C.G.A. Section 36-60-13. The contract shall automatically renew for each of the remaining calendar years provided for in the contract, unless positive action is taken by Cobb County to terminate such contract, and the nature of such action shall be written notice provided to the consulting firm within sixty (60) days before the end of the initial year of the contract or each succeeding remaining calendar year.

This contract shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of Cobb County under this contract.

XXXII. Proposal Requirements

The respondents must demonstrate competence and experience in the area of expertise outlined in this Request for Proposal.

Respondents must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse community groups. Respondents should also demonstrate the ability to build consensus among public and private interest groups related to this project.

XXXIII. Cover Letter/Executive Summary

Respondents shall provide a cover letter or letter of transmittal to briefly summarize the company's interest and relevant qualifications for the project. This letter shall not exceed two (2) pages, and shall be signed by an agent of the responding firm who is authorized to negotiate the details of the proposed services.

XXXIV. Project Team

Respondents shall provide an organizational chart for the proposed project team, as well as the relevant background and experience for every proposed team member.

XXXV. Special Terms And Conditions

Should these General Terms and Conditions be in conflict with any attached Special Terms and Conditions, the Special Terms and Conditions will control.

XXXVI. Disadvantaged Business Enterprises (DBE): The following provisions should be carefully read to determine applicability to your business.

Cobb County Government encourages the participation of all businesses in offering their services and/or products. The Cobb County Government has the goal to fairly and competitively procure the best product at the most reasonable cost.

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. The Federal Government has long had program in place to ensure participation of DBE vendors and suppliers. The State of Georgia has established a similar program whereby DBE firms are defined, certified and made known. This effort is managed by the Georgia Department of Transportation (GDOT). More information can be obtained from GDOT web site:

1. http://www.dot.state.ga.us/eeo-div/index.shtml

The Cobb County Government addresses DBE business participation (frequency and dollar value) in the following ways:

1. Cobb County wishes to identify all DBE participation; both at the contractor and sub-contractor levels in the following ways.

    a. DBE businesses are requested to identify such status at the time they register as a vendor.

    b. DBE businesses are requested to identify themselves at the time they propose to do business. Please complete **EXHIBIT B** if applicable and return with bid submittal.

    c. All businesses will receive with each Purchase Order an instruction sheet for use of the furnished *Cobb County Government DBE Participation Report,* **EXHIBIT C.** Businesses are requested to complete this report and submit it with each invoice for the time period billed.

2. Cobb County has established a Disadvantaged Business Enterprise Plan in accordance with the regulations of the U.S. Department of Transportation (U. S. Department of Transportation (USDOT), 49 CFR Part 26.) The Cobb County Department of Transportation is the lead agency for implementing the USDOT DBE Program for the County.

The Plan applies only to projects which are clearly indicated by the County.

XXXVII. Americans With Disabilities Act

Cobb County requires all contractors to comply with applicable sections of the Americans With Disabilities Act (ADA) as an equal opportunity employer. In compliance with the Americans With Disabilities Act (ADA), Cobb 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.

XXXVIII. Evidence of Compliance with Georgia Security & Immigration Compliance Act

The County and Contractor agree that compliance with the requirements of O.C.G.A. Sec. 13-10-91 and Rule 300-10-1-.02 of the Rules of the Georgia Department of Labor are conditions of this Agreement for the physical performance of services.

The Contractor represents that it employs:

_____ 500 or more employees;
_____ 100 or more employees; or
_____ fewer than 100 employees

(Contractor must initial appropriate category)

_____.
Contractor Name

The Contractor further agrees that its compliance with the requirements of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 is attested to on the executed Contractor Affidavit and Agreement attached hereto as EXHIBIT A.

If employing or contracting with any subcontractor(s) in connection with this Agreement, Contractor further agrees:

(1) To secure from the subcontractor(s) such subcontractor(s)') indication of the employee-number category applicable to the subcontractor(s); and
(2) To secure from the subcontractor(s) an affidavit attesting to the subcontractor's compliance with O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02; such affidavit being in the form attached hereto and referenced as EXHIBIT A-1; and
(3) To submit such subcontractor affidavit(s) to the County when the subcontractor(s) is retained, but in any event, prior to the commencement of work by the subcontractor(s).

The failure of Contractor to supply the affidavit of compliance at the time of execution of this Agreement and/or the failure of Contractor to continue to satisfy the obligations of O.C.G.A. Sec. 13-10-91 and DOL Rule 300-10-1-.02 as set forth in this Agreement during the term of the Agreement shall constitute a material breach of the contract. Upon notice of such breach, Contractor shall be entitled to cure the breach within ten (10) days, upon providing satisfactory evidence of compliance with the terms of this Agreement and State law. Should the breach not be cured, the County shall be entitled to all available remedies, including termination of the contract and damages.

THIS PAGE MUST BE SUBMITTED WITH BID PACKAGE

CONTRACTOR AFFIDAVIT & AGREEMENT
EXHIBIT A

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned further agrees that should it employ or contract with any subcontractor(s) for the physical performance of services pursuant to the contract with Cobb County, Georgia, the contractor will secure from the subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Subcontractor Affidavit. (EXHIBIT A-1) The contractor further agrees to maintain records of such compliance and shall provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services.

BY: _____ Date: _____
Authorized Officer or Agent
[Contractor Name]

_____
Title

_____
Printed Name

_____
Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

_____
Notary Public

My Commission Expires:
_____

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

SUBCONTRACTOR AFFIDAVIT
EXHIBIT A-1

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered and is participating in a federal work authorization program* [an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

BY: _____ Date: _____
Authorized Officer or Agent
[Contractor Name]

_____
Title

_____
Printed Name

_____
Company Name

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
____ DAY OF _____, 200_

_____
Notary Public
My Commission Expires:

_____

**The applicable federal work authorization program as of the effective date of the statute is the Basic Pilot program of the Systematic Alien Verification for Entitlements (SAVE) Program Office of U.S. Citizenship and Immigration Service (USCIS).*

EXHIBIT B

DISADVANTAGED BUSINESS ENTERPRISE (DBE) IDENTIFICATION FORM

A Disadvantaged Business Enterprise (DBE) is generally defined as a Female, Black American, Hispanic American and any other minority owned business. If your firm is classified as a Disadvantaged Business Enterprise (DBE), please complete this form and submit with bid response or send to:

Cobb County Purchasing Department
Attn: Mr. Rick Brun, Purchasing Director
1772 County Services Parkway
Marietta, GA 30008
Fax: 770-528-1154
Email: purchasing@cobbcounty.org

Name of Firm: _____

Address: _____

_____

_____

Telephone: _____

Fax: _____

Email: _____

MBE Certification Number: _____

Name of Organization Certification _____

This information is acquired for informational purposes only and will have no bearing on the award unless otherwise stated

Instructions for Completing Exhibit C
Disadvantaged Business Enterprise (DBE)
Participation Report

All Cobb County Government contractors or vendors are requested to complete a report descriptive of any DBE subcontractor involvement in work for which the government is making payment. If otherwise specified in an RFP or contract, additional reporting forms may be required as well.

The objective of this request is to assist in the identification of Disadvantaged Business Enterprise (DBE) business participation with the Cobb County Government and to quantify that participation.

The Cobb County Government does not administer a DBE Certification Program. The principle certification agency for the State of Georgia is the Georgia Department of Transportation. As a Contractor/Vendor you are not responsible for verification of any DBE Certification information of your subcontractor.

*** Instructions ***

1. Contractor/Vendor is furnished the one-page ***DBE Participation Report*** form with each Cobb County Government-issued Purchase Order.

2. Contractor/Vendor completes this form for each billing period and attaches it to the invoice to then be sent to the Cobb County Government.

3. Upon receipt of a Contractor/Vendor invoice, County staff should simply separate the completed DBE form and transmit to:

Cobb County Purchasing Department,
Attn.: DBE Report

A Disadvantaged Business Enterprise (DBE) is a firm that is under the control of someone in an ownership position (at least 51%) that:

1. Has membership in one or more of the following groups: Female, Black American, Hispanic American, Native American, Subcontinent Asian American and Asian-Pacific America. There may be other groups that may be eligible to be certified as DBE;
2. Is a U.S. citizen or lawfully admitted permanent resident of the U.S.;
3. Has a personal net worth which does not exceed $750,000; and,
4. The business meets the Small Business Administration's size standard for a small business and does not exceed $17.42 million in gross annual receipts;
5. The business is organized as a for-profit business.
6. The business may also be DBE eligible as a certified U.S. Small Business Administration 8(a) program.

EXHIBIT C

Cobb County Government Disadvantaged Business Enterprise Participation Report

→ *PLEASE keep this blank form to make copies for actual use as needed. Also, please print or type in the form.* ←

Submitted by: _____ Period Invoiced: _____
Name of Prime Contractor/Vendor **From/To:**

Cobb County Project Name: _____ Bid or P.O. Number: _____

Cobb County Department or Agency receiving service or product: _____

Description of Purchased Service/Product: _____

Full Contracted Amount: $_____ Payment amount requested at this time: $_____

1. Are YOU, the Prime Contractor or Vendor a DBE business? YES _____ NO _____
2. Please provide the following information for each subcontractor participating during this reporting period:

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

Submitted by: _____
Printed Name

Title or position: _____

Date Completed: _____

Signature of Authorized Representative

County Departments: Please send this completed form to the Cobb County Purchasing Department, ATTN: DBE Report

COBB COUNTY FIRE & EMERGENCY SERVICES
STRUCTURAL FIRE FIGHTING GEAR

SPECIFICATIONS, SPECIAL TERMS AND CONDITIONS

1.0 General Requirements

1.1 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 proposer that delivers the best overall value to Cobb County, considering the evaluation factors in this RFP by demonstrating best product and guaranteed availability and delivery, customer service excellence and accountability, knowledge and experience. Cobb County Fire & Emergency Services has historically purchased approximately 100-150 sets of turnout gear per fiscal year.

1.2 Prices shall remain in effect for 12 months from the notice of award. At the option of Cobb County and with acceptance by the successful bidder, this contract may be extended for four (4) additional twelve (12) month periods.

1.3 Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to Cobb County, such as documented changes to: Producers Price Index, Table 3. Producer price indexes for selected commodity groupings; Consumer Price Index, Table 3: Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, all items, for the Atlanta, GA area; or a manufacturer's published notification of price change(s).Cobb County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of Cobb County. Requests for any such change must to be received in writing by the Cobb County Purchasing Department thirty (30) days prior to the expiration of the contract term. The County may cancel the contract if the price increase request is not approved.

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

1.5 All materials and construction shall meet or exceed NFPA 1971, Standard for Protective Clothing for Structural Fire Fighting, 2007 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.

1.6 Coat and trouser shall be manufactured by the same company to insure uniformity, complete protection and compatibility. NO EXCEPTIONS.

1.7 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 bid sequence, citing page and item number.

1.8 Proposers must explain in detail and with full supporting data how the proposed deviation meets or exceeds the specifications. **FAILURE TO COMPLY WITH THIS REQUIREMENT WILL AUTOMATICALLY DISQUALIFY THE PROPOSAL.**

1.9 Cobb County Fire & Emergency Services reserves the right to reject any and all proposals received, and accept any proposal that in its judgment best serves the interest of Cobb County and the Department.

1.10 Manufacturers must meet or exceed ISO 9001 requirements. Proof of current ISO 9001 certification shall accompany the proposal.

1.11 One original plus two copies of proposals are required.

1.12 Proposers are invited to submit their latest design that meets or exceeds these specifications. Proposers may submit more than one design sample if they choose, however they must have a separate proposal for each sample sent. All samples submitted are at NO cost to Cobb County.

1.13 Samples may be returned to the proposer after the evaluation is completed or the proposer has been eliminated from the process.

1.14 Proposers are required to demonstrate successful performance for work of similar size and scope as specified in this RFP during the past three (3) years. Proposers shall include list of references on page 28.

2.0 Proposal Evaluation Process

2.1 Proposals shall be evaluated in two stages. A Primary Evaluation of the primary bid sample and proposal based on the following criteria; compliance with the minimum technical specifications in this RFP, third party documentation and a seam and reinforcement examination of the gear after five launderings. Launderings to be performed by Cobb County Fire & Emergency Services. Evaluation will be based on pass or fail. Failure to pass this evaluation will be cause to reject the bid as non-responsive. The County retains the right to determine what products pass or fail. Proposals offering primary samples that pass this evaluation will be allowed to continue to a Secondary Evaluation as specified in Section 2.2 and 2.3.

2.2 Proposers who pass the Primary Evaluation will be notified in writing to provide a fittings process as described in Section 4.0 which shall be the basis for providing the County with secondary samples for evaluation.

This Secondary Evaluation will consist of fitting four personnel each with coat, trousers and suspenders. These four personnel will evaluate the gear for fit, function, performance, ease of maintenance and compliance to these specifications. Samples will be provided at no cost to Cobb County. Samples shall be laundered before shipment to Cobb County.

2.3 Proposals that pass the Primary Evaluation will be evaluated in the Secondary Evaluation by using the following criteria in no particular order of importance. This Secondary Evaluation will be used to select the successful proposal.

2.3.1 Adherence to the specifications in the RFP, and in all samples submitted.

2.3.2 Evaluation by the four personnel wearing the samples.

2.3.3 Past performance of the manufacturer and/or the dealer as indicated by references and/or history with Cobb County. Cobb County reserves the right to contact customers that may not have appeared on the references submitted.

2.3.4 Evaluation of price and value of the proposal.

2.3.5 Evaluation of delivery time and terms.

3.0 Proposal Primary Evaluation Samples

3.1 Proposers responding to this RFP shall submit with their proposal primary samples as specified in this section, at no charge to Cobb County. Only the manufacturer identity label shall appear on the NFPA product label of the garment. Samples submitted shall be the garments the proposer intends to offer to Cobb County.

3.2 Proposers shall submit one (1) each of the following:

3.2.1 Fire Protective Coat: Size 44 chest x 32" length with zipper closure as specified in Section 8.0.

3.2.2 Fire Protective Trousers: Size 38 waist x 30" length with suspenders as specified in Section 9.0

3.2.3 Complete Knee makeup: Approximately 12" x 12".

3.2.4 Complete Back Yoke makeup with thermal liner, moisture barrier and outer shell.

4.0 Proposal Secondary Evaluation Samples

4.1 The fittings process for the four (4) secondary samples will be scheduled on a date and time set by the Cobb County Fire &Emergency Services. Failure to perform the required fitting process will be cause to

reject the proposal as non-responsive. Proposers have thirty (30) calendar days from the fitting process date to deliver the four (4) samples to Cobb County Fire &Emergency Services. Failure to deliver the four (4) samples within the time specified may be cause to reject the proposal.

4.2 Proposers shall have no contact with the evaluators other than necessary during the fitting. Any contact or attempt to contact may be grounds for rejection of the proposal.

4.3 To make the secondary evaluation as objective as possible, all secondary samples shall have NO markings other than the NFPA product label of the garment.

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

4.5 The Secondary evaluation is estimated to last approximately four weeks during which the samples will be each be washed multiple times and evaluated for wear. Each sample will be worn by the evaluator while performing specific fireground tasks and exercises.

4.6 Secondary Samples shall represent what the proposer is offering to Cobb County. Each sample shall have a zipper closure as described in Section 8.6 and a hand and wrist guard as described in Section 8.3.

5.0 Custom Sizing/Measuring

5.1 Coats shall be available in even chest sizes from sizes thirty-four (34) through infinity. Standard coat length shall be thirty-two (32) inches with both short and long sizes available. Sleeve length shall be proportional to chest measurement and shall be available in any requested length. Coat shall be fitted where access to pockets is not compromised by the SCBA. Sizes shall be in numerical inch sizes only; alphabetical sizing (small, medium, and large is not acceptable).

5.2 Pants shall be available in even waist size measurements from twenty-eight (28) inches through infinity. Inseam measurements shall be available in two-inch increments from twenty-six (26) inches through infinity. For those personnel that require an odd length inseam to ensure proper coverage and safety it shall be provided at no extra cost to Cobb County. This is estimated to occur in approximately five (5 %) percent of our personnel. Waist and inseam sizes shall be in numerical sizes only; alphabetical sizing (small, medium, large, short, long is not acceptable).

5.3 After notice of award, the successful bidder will be required to ensure that a manufacturer's representative individually measures the selected employee on site and has sizing samples for employees to use for fit and comfort evaluation purposes. Sizing samples must be the same design as the approved design purchased. Only those personnel selected for new gear will be measured.

5.4 The successful bidder shall have the capability to design and manufacture garments to fit all Firefighters regardless of size or gender. This shall include female size patterns at no extra charge.

5.5 The manufacturer's representative shall be prepared to spend a minimum of three days measuring in order to cover all three shifts.

6.0 Delivery

6.1 The delivery time shall be no longer than sixty (60) calendar days from the date that measuring is completed.

6.2 The successful bidder shall deliver all sets of turnout gear to Cobb County Fire & Emergency Services Headquarters, 1595 County Services Parkway, Marietta, GA 30008. Cobb County shall NOT be responsible for any freight charges throughout the life of the contract except for gear returned for repairs after the warranty period has expired.

6.3 Each coat and pant shall be paired together and marked for the designated person it has been ordered for. Cobb County will not accept any shipments that are not configured as requested. Cobb County facilities do not allow the space needed to sort and pair up separate garments.

6.4 A $200.00 per calendar day penalty may be imposed if the gear is not delivered by the quoted delivery date.

6.5 Evaluation of the manufacturer's ability to deliver in a timely manner will be a consideration in the awarding of the bid.

6.6 Each shipment must contain a detailed packing list with purchase order number, quantity, employee name and size.

6.7 The bidder shall indicate in the space provided, the extra charge per coat and trouser for emergency 30-day delivery of gear meeting these specifications.

7.0 Turnout Gear Materials

7.1 The outer shell shall be either Southern Mills "Advance" or Safety Components "Fusion". These materials are available to all turnout gear manufacturers.

7.1.1 Southern Mills "Advance" Kevlar/Nomex blend material with an approximate weight of 7 oz. per square yard in a rip stop weave. The shell material must be treated with SST (SUPER SHELLTITE) which is a durable water-repellent finish that also enhances abrasion resistance. Color of garments to be gold.

7.1.2 Safety Components "Fusion" Kevlar/Nomex blend material with an approximate weight of 7 oz. per square yard in a rip stop weave. The shell material must be treated with Teflon which is a durable

water-repellent finish that also enhances abrasion resistance. Color of garments to be gold.

7.2 The thermal liner material shall be either Southern Mills "Caldura SL2" or Safety Components "Glide 2L". These materials are available to all turnout gear manufacturers.

7.2.1 Southern Mills CALDURA® SL2"; one layer of 1½ oz. and one layer of 2.3 oz. per square yard E-89 spunlaced Nomex/Kevlar aramid blend, quilt stitched to a 3.9 oz. per square yard combination spun/filament Caldura SL face cloth, with a finished weight of approximately 7.6 oz. per square yard.

7.2.2 Safety Components Glide 2 L Araflo K7 thermal liner consisting of two layers of 2.3 oz. per square yard E89 and the Glide face cloth. The E89 layers are treated with Teflon for water repellency.

7.3 The moisture barrier shall be "Crosstech Type 2C" 2-layer which is available to all turnout gear manufacturers. This moisture barrier is the standard moisture barrier for Cobb County Fire & Emergency Services and NO substitutions will be accepted.

7.3.1 All edges shall be finished so that no raw edges are exposed.

7.3.2 All moisture barrier seams shall be sealed with a minimum 1-inch wide sealing tape approved by W.L. Gore for use with Crosstech.

7.4 Reflective trim material shall be Scotchlite II triple trim, red/orange/ silver. Trim shall be installed as described in Sections 8.14 and 9.15.

7.5 All cuff and knee reinforcements shall be Arashield, gold in color.

8.0 Coat Construction

8.1 The coat shall be of a three (3) panel construction consisting of two front panels and one back panel in all three (3) layers. Coat shall have inverted pleats in the outer shell and in the thermal liner with corresponding darts in the moisture barrier for maximum expansion in the shoulder area tapering down toward the hem.

8.2 All coat facings, storm flaps and collar moisture barriers shall utilize Crosstech moisture barrier material.

8.3 Sleeve Construction

8.3.1 Sleeves shall be of two piece construction having an upper and lower sleeve in all layers. Both upper and lower sleeve shall be graded to chest measurement. Sleeves shall be designed for maximum freedom of movement.

8.3.2 An additional layer of the specified thermal liner material shall be sewn to the elbow area of the thermal liner for added protection.

8.3.3 Sleeve cuffs shall be reinforced with gold Arashield material no less than two inches in width which is folded in half. Cuff reinforcement shall be double stitched to the sleeve end.

8.3.4 Sleeve wells shall be of Crosstech material. Neoprene is not acceptable.

8.3.5 Proposers shall include in their proposal the costs for either the double thickness Nomex wristlet or a double thickness Nomex hand & wrist guards (thumbholes). Cobb County Fire & Emergency Services currently offers personnel their choice of wrist protection when the order is placed. Proposals offering Nomex/Kevlar/Spandex blends will be accepted.

8.4 An additional layer of the specified thermal liner shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately five

inches from the collar and then down the back approximately 8 inches. This layer shall be sandwiched between the thermal liner and the moisture barrier and sewn to the thermal liner only.

8.5 The collar shall be a NFPA compliant 3.5" inches high and graded to size. Collar shall be of four layer construction consisting of two layers of specified outer shell material and two-layers of the specified moisture barrier sandwiched in between. A collar hanger loop consisting of two layers of outer shell material shall be installed on the interior of the collar.

8.6 Cobb County Fire & Emergency Services offers our personnel the choice of the following front coat closures. Proposers shall indicate the price for these closures on the price sheet on page .....

8.6.1 Primary zipper closure with hook and loop (Velcro) storm flap 3.5 inches in width for secondary closure.

8.6.2 Primary closure hook & dee rings with minimum 6" storm flap for secondary closure (Chicago style closure system).

8.7 Coat Pocket Construction

8.7.1 Each coat front shall have two inch x eight inch x eight inch high expansion pockets double stitched to it and shall be located where the bottom of the pockets are even with the bottom of the jacket.

8.7.2 Coat pocket shall be fully lined with specified outer shell material and bar-tacked to keep the liner from pulling out.

8.7.3 Pocket flaps shall be constructed of two layers of outer shell material and are ½ inch wider than the pocket. Pocket closure shall be by flame resistant Velcro.

8.7.4 Trim shall run over the bottom of the pockets so as to not interrupt the trim stripe.

8.7.5 A separate hand warmer pocket lined with 6 oz. Nomex fleece shall be provided under/behind the coat expansion pockets.

8.8 A radio pocket two inches deep x 4.5 inches wide x 9 inches high shall be installed on the right chest. Radio pocket shall be constructed of outer shell material with neoprene coated cotton/polyester material on the inside. Radio pocket flap shall be ½ inch wider than the pocket and constructed of two layers of outer shell material with layer of neoprene sandwiched in between.

8.9 A microphone tab constructed of at least two layers of specified outer shell material shall be installed approximately three inches above the radio pocket. Tab shall be approximately 3.5 inches long x ¾ inches wide.

8.10 A "survivor" flashlight holder shall be installed on the upper left chest. Holder includes an inward facing snap hook and a Velcro retaining strap to hold the barrel of the flashlight.

8.11 A firefighter drag rescue device shall be installed in each jacket. Device shall be a 1.5 inch wide Kevlar strap sewn together to form a loop which is installed to loop around each arm. Guide loops shall be installed on interior of the outer shell which will aid installation and keep the DRD in place. DRD shall be graded to coat size.

8.12 The thermal liner/moisture barrier shall be completely removable from the outer shell. The liner shall be secured at the collar with two strips of 5/8 inch Velcro. The remainder of the liner shall be secured with a minimum of four snap fasteners on each coat facing and four snap fasteners at each sleeve end. A minimum of three snap fasteners shall secure liner to the hem of the outer shell at the bottom. Liners with zippers are not acceptable due to past problems and maintenance issues.

8.13 Liner shall have a NFPA compliant inspection opening.

8.14 Coat Reflective Trim shall be **New York City** style Scotchlite red/orange/ silver triple trim with the following stipulations and additions.

8.14.1 Trim shall be three inches in width.
8.14.2 Trim shall cover any pockets to maintain an uninterrupted pattern.

8.14.3 Two vertical strips of the specified trim shall be between the two horizontal bands of trim on the coat. Vertical strips shall be sewn to the extreme left and right of the back forming a box and visible when

wearing a SCBA. The ends of the vertical strip will be sewn under the horizontal band.

8.15 Three inch Scotchlite red/orange lettering reading: COBB shall be installed across the back below the shoulders.

8.16 Firefighter's last name in three inch Scotchlite red/orange lettering shall be installed across the bottom of the coat above the band of horizontal trim. Longer last names can use smaller letters if needed for space reasons at no extra cost to Cobb County.

9.0 Trouser Construction

9.1 Trouser shall be of four panel construction shaped as to provide a tailored fit.

9.2 Trouser liner system shall be completely removable for ease of maintenance and inspection. Liner shall attach to the waistband with a minimum of nine snap fasteners and to the trouser leg with at least two snap fasteners. Liner systems that utilize zippers to attach to waistband are not acceptable due to past problems with the zippers.

9.3 Trouser waistband shall be reinforced on the inside with outer shell material not less than two inches in width. Outer shell material is requested due to past problems with waistbands utilizing thermal liner material. Neoprene coated cotton/polyester shall be sewn to the back of the waistband as a reinforcement. Liner snap fasteners will hang from the waistband.

9.4 Liner fly opening shall be reinforced at the bottom with Nomex twill to help prevent tearing.

9.5 The waist of the liner and the outer shell shall be built so a leg can not be caught between the liner and the outer shell when donning.

9.6 Two inch wide Kevlar belt with adjustable hi-temp buckles is preferred as the positive locking closure with Velcro and one snap fastener as secondary closure. Hook & dee or zipper positive closures will be considered as primary and belt as secondary if unable to design as requested due to patents etc.

9.7 An accessory strap of 1 inch wide x 3 inches long outer shell material shall be sewn to the right hip and secured with Velcro and a snap fastener.

9.8 Bellows pocket shall be double stitched to the side of each leg straddling the out seam above the knee and approximately eight inches below the waistband.

9.8.1 Pocket shall be two inches deep x ten inches wide x ten inches high. Pocket flap shall measure three inches deeper than the pocket expansion and ½ inch wider than the pocket on both sides. Pocket flap is constructed of two layers of outer shell material.

9.8.2 Entire inside of the trouser pockets shall be lined with Kevlar twill. In addition, in the right pocket we are requesting a tool pocket on the rear of the pocket next to the leg. Pocket shall be eight inches high and divided into three sections for the following tools; trauma shears, spring loaded center punch and a set of wire cutters/pliers.

9.9 Suspenders shall be H-back with padded shoulders and parachute style adjustment. Suspender attachment shall be by sewn in loops. Designs using rivet style or metal attachments are not acceptable.

9.10 Trouser knee design shall be constructed with a comfort/mobility design in all layers. Horizontal expansion pleats in the outer shell in the knee area with corresponding darts in the liner to provide added fullness in the knee area.

9.11 An additional layer of the specified 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.

9.12 The knee are shall be reinforced with gold Arashield material approximately ten inches wide x twelve inches high. Knee area shall be padded under the Arashield with 1/4" inch thick silicone padding. Padding shall be closed cell material that will not absorb water. Pads shall be secured in place to prevent movement.

9.13 Trouser cuffs shall be reinforced with gold Arashield material no less than two inches in width which is folded in half. Cuff reinforcement shall be double stitched to the outer shell. Two snap fasteners shall secure the liner to the outer shell.

9.14 Outer shell leg cuffs shall be one inch shorter in the rear than in the front to reduce wear on the outer shell. The liner shall be one inch shorter in the rear as well and be concave cut in the front to keep the liner from bunching around the top of the foot.

9.15 One three inch band of the specified reflective trim shall be sewn to each leg below the knee to comply with NFPA 1971 2007 edition.

REFERENCES

The bidder is required to provide a minimum of three (3) references where work of a similar size and nature was performed with the past three (3) years.

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: $_____ Contract Dates: _____

Contract Description: _____

_____

****

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: $_____ Contract Dates: _____

Contract Description: _____

_____

****

Company Name: _____ Contact Name: _____

Address: _____ Phone Number: _____

_____ Fax Number: _____

Dollar Value of Contract: $_____ Contract Dates: _____

Contract Description: _____

_____

COBB COUNTY PRICE SHEET
PURCHASE OF STRUCTURAL FIRE FIGHTING GEAR
SEALED BID #09-5402

DESCRIPTION	UNIT OF MEASURE	UNIT COST
Turnout Coat/Hook Closure	Each	$
Turnout Coat/Zipper Closure	Each	$
Turnout Trousers	Each	$
Suspenders	Each	$
30 – Day Delivery Charge	Each	$