

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 0: 770.822.8720 | F: 770.822.8735 GwinnettCounty.com

January 3, 2025

REQUEST FOR PROPOSAL RP003-25

The Gwinnett County Board of Commissioners is soliciting competitive sealed proposals from qualified vendors for the **Purchase of Firefighter Turnout Gear on an Annual Contract** with four (4) options to renew for the Department of Fire and Emergency Services.

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 February 4, 2025** at the Gwinnett County Financial Services - Purchasing Division – 2nd Floor, 75 Langley Drive, Lawrenceville, Georgia 30046. Any proposal received after this date and time <u>will not be accepted</u>. Proposals will be publicly opened and only names of submitting vendors will be read at 3:00 P.M. A list of vendors submitting proposals will be available the following business day on our website <u>www.gwinnettcounty.com</u>.

A pre-proposal conference is scheduled for **10:00 A.M. local time on January 14, 2025**, at Gwinnett County Fire and Emergency Services Headquarters, 408 Hurricane Shoals Road, Lawrenceville, GA 30046. All vendors are urged to attend. Questions regarding proposals should be directed to Casey Beauston, Purchasing Associate II, at casey.beauston@gwinnettcounty.com no later than **3:00 P.M. local time on January 22, 2025**. Proposals are legal and binding upon the vendor when submitted. One (1) unbound single-sided original, five (5) exact bound copies, and one (1) electronic copy on a USB flash drive should be submitted.

A fitting session will be conducted following the pre-proposal conference. Further information and instructions are included within the specifications.

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 the ADA Coordinator at the Gwinnett County Justice and Administration Center, 770-822-8165.

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, <u>www.gwinnettcounty.com</u>, and vendors submitting a proposal will be notified via email.

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

Casey Beauston

Purchasing Associate II

The following pages should be returned as part of your proposal package:

Delivery ARO Response, Pages 4-5 Vendor Information, Page 19 References, Page 20 Code of Ethics, Page 21 Contractor Affidavit and Agreement, Page 22

I. <u>GENERAL</u>

A. Scope

Gwinnett County is soliciting proposals from qualified vendors for the provision of turnout gear. Gwinnett County is located in metropolitan Atlanta, Georgia and has a land area of 437 square miles. Gwinnett County Department of Fire and Emergency Services provides fire protection, rescue, advanced life support emergency medical services, and transport for the entire County. The department currently operates 31 Fire Stations. Gwinnett County currently has an authorized strength of 1,056 firefighters, paramedics, and support staff. The department has historically purchased approximately **250 - 300 sets** of turnout gear per fiscal year. It is the intent of this Request for Proposal (RFP) to describe the minimum requirements for turnout gear and related components. Vendors will be asked to demonstrate best performance, guaranteed availability and delivery, customer service excellence, accountability, knowledge, experience and cost.

B. Adherence to Specifications

The specifications contained herein are not for restrictive purposes or to limit competition, but to assist vendors in determining the standard of quality and basis of design Gwinnett County is seeking. It shall be understood that items equaling or surpassing the quality level are also acceptable. Gwinnett County shall be the sole determinant of acceptability of all approved equivalents. It is the vendor's responsibility to prove equivalent products equal or exceed the quality level of the product(s) specified. If quoting an equivalent product, those specifications must be submitted with bid. The County reserves the right to request additional information and/or make further investigations to determine the acceptability and capabilities of the vendor and their bid submittal. 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 specifications" portion of scoring criteria. All exceptions to specifications must be clearly spelled out in the proposal submission.

All specifications included herein, and all proposals/turnout gear submitted, shall comply with NFPA 1970-2025 edition.

Vendors are invited to submit their latest design that meets or exceeds specifications. Vendors may submit more than one product if they choose; however, vendors must have a separate proposal submittal for each product proposed addressing criteria requested under Section IV of this RFP "Preparation of Proposals and Scoring Criteria."

II. AWARD

- A. Recommendation to award to the highest scoring firm will be submitted the Gwinnett County Board of Commissioners at the completion of the evaluation process.
- B. Awarded vendor must deliver a complete fitter line by the contract effective date to the user department. Fitter line must be clearly marked with "RP003-25 Fitter Line" and include a packing slip of garments in the shipment, shipped to:

Gwinnett County Department of Fire and Emergency Services 450 Hosea Road 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 fitter line and recruits; therefore, the successful vendor will be required to provide gear no more than 30 days after receipt of the Purchase Order. If this lead time will present potential challenges, it is the vendor's responsibility to specify same. The Purchase Order will be for gear with common sizes; sizes will be specified at the time of order.
 - 2. <u>Tracking Software</u>: 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 Personal Protection Equipment. This should be a standalone program and not a web-based application. This tracking program should meet or exceed all record-keeping requirements of standard NFPA 1970-2025 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 vendor shall provide electronically an Excel spreadsheet form to assist with uploading the information for equipment tracking; this is to include 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. 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 a designated location (Fire Resource Management Warehouse or Fire Academy). The successful vendor 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 vendor should also train department personnel in the proper method for measuring Gwinnett County employees for proper fit as required per department.
- 5. 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.
- D. Each vendor shall read all sections of this request for proposal including the instructions, and all attachments hereto. Vendor's proposal response should follow the format of the sections/subsections within, and clearly indicate the section/subsection being addressed. The vendor should sign the Vendor Information page with their usual signature by an authorized representative and shall give their full business address.
- E. Vendors are requested to submit one (1) unbound single sided original, five (5) exact bound copies, and one (1) electronic copy on a flash drive should be submitted. Please label the electronic media with the submitting vendor name and reference the proposal number.
- F. A Cost Proposal will be requested after the completion of Phase 2 of the evaluation. Vendors that advance to Phase 3 must submit the Cost Proposal by the date noted in the request. The Cost Proposal must be in a sealed envelope, clearly defined with the RP#, company's name and marked "COST PROPOSAL." The Cost Proposal is to be submitted in a separate sealed envelope. The Cost Proposal should not be included in the technical portion of vendor's submittal.
- G. The County asks that vendors include any exceptions to contract, terms and conditions, or proposal requirements in their submittal. Any exceptions <u>must</u> be clearly stated in the submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained herein.
- H. In order to evaluate the proposals fairly, each Vendor is required to describe how each specification or requirement of the proposal will be satisfied. It is not sufficient to state for example: "Acknowledged", "Understood", "Will Comply", etc. Failure to provide complete, clear, concise, and definitive responses may result in rejection of the Vendor's proposal. The format of the response should follow the format of the proposal and reference the page number and paragraph that each requirement is addressing.

I. Proposing vendors are invited to submit their latest design that meets or exceeds the specifications herein.

III. FITTINGS/SAMPLES

- A. Upon request, samples must be provided at no cost and must be sized specifically to the County 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 samples will be conducted directly following the pre-proposal conference. If vendors are unable to attend the pre-proposal conference, contact Casey Beauston, Purchasing Associate II, to schedule fittings. Fittings should be completed by **January 21, 2025.**
- E. County Evaluators will be assigned an identifying number. Short-listed vendors 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 letter assignment and assigned Evaluator number.
- F. Short-listed vendors will have six (6) weeks from the date of request to deliver the samples to Gwinnett County Fire & Emergency Services. Samples are to be sent separately and directly to:

Gwinnett County Fire & Emergency Services Attn: Yvonne Shannon 450 Hosea Road Lawrenceville, GA 30046

Failure to deliver the samples by the close of business on the dates specified in the request may be cause for rejection of the proposal.

- G. All samples must be submitted in sealed boxes clearly marked with the RP#, company name, and "SAMPLES." Samples submitted for evaluation shall represent what the proposer is offering to Gwinnett County.
- H. All samples will be subject to performance exercise testing in conjunction with the use of self-contained breathing apparatus (SCBA), boots, helmets, and gloves as required.

IV. PREPARATION OF PROPOSALS AND SCORING CRITERIA

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.

PHASE 1: TECHNICAL EVALUATION

A. Delivery Terms (20 points)

The manufacturer should provide a user information guide for the garments, which complies with user information requirements of NFPA 1970-2025 edition. 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 1970-2025 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.

Vendor shall state the Delivery ARO below for the given ordering scenarios. Given quantities are estimates and could change based on County needs and the allocation/availability of funds. Please specify whether or not Delivery ARO will change based on the scenario and provide additional information as needed. Vendors may include additional sheets in their proposal to cover this information.

Approx. 50 complete sets of turnout gear, ordered 3 - 4 times per year	Delivery ARO:
Approx. 85 second sets of turnout gear, typically 1 order at the beginning of the year	Delivery ARO:
Replacement sets of turnout gear ordered as needed	Delivery ARO:

B. References (10 points)

Vendors should include list of references as part of their proposal submission. Vendors 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 vendor should provide references from user departments of similar size, climates, comparable number of employees, and similar call type and volume.

Name and contact numbers must be for a liaison within the respective Fire Department who has an in-depth working knowledge of the performance and wear/tear of the proposed turnout gear.

C. <u>Understanding and Adherence to Specifications (5 points)</u>

Include a section in the proposal that demonstrates vendor's understanding of the basic scope of services and performance requirements stated in the Request for Proposal. Include in this section information on service and F.O.B. delivery terms.

Scoring the composite makeup of Personal Protective Equipment (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., be used in the construction of the PPE garment composite.

D. Gear Specifications (5 points)

Vendors should 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. Vendors must explain in detail (with full supporting data) how the proposed deviation meets or exceeds the specifications.

1. Gear Miscellaneous

- i. Coat and trouser shall be manufactured by the same company to ensure uniformity, complete protection, and compatibility. <u>NO EXCEPTIONS.</u>
- ii. Include the available size increments for both men and women and detail the percentage of gradation for the proposed product.
- iii. 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 1970-2025 Edition. 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. Vendor must provide documentation for minimum Total Heat Loss (THL) and Thermal Protective Performance (TPP) in Coat and Pants and minimum Conductive and Compressive Heat Resistance (CCHR) in knees and shoulders. In

- the absence of comment to a specific point, the vendor is required to furnish a wholly compliant garment.
- iv. The protective gear as a set (coat and pant) shall meet the Standard on Protective Ensemble for Structural Fire Fighting, 1970-2025 Edition. Vendor should include in their response the THL and TPP overall composite of the proposed gear.
- v. Protective gear shall meet current NFPA 1970-2025 Edition. Cleaning Shrinkage Resistance Test. Supplier should include in their response the Cleaning Shrinkage Resistance Test results.
- vi. Current NFPA 1970-2025 Edition 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 department, this product specification reverses the order and presents the more familiar US approximation first, followed by the SI requirement in parentheses.
- vii. Labels shall be permanently and integrally printed onto materials that meet all the requirements for labels of NFPA 1970-2025 Edition. The garment shall be clearly labeled to fully identify the material content of all three (3) layers: outer shell, moisture barrier and thermal liner.
- viii. 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.
- ix. The manufacturer should furnish, free of charge, reasonable quantities of NFPA 1970-2025 Edition certified thread, materials and other supplies to allow the department to manage its own ongoing internal maintenance efforts. The manufacturer should provide on-call at no charge, during normal business hours, a liaison for the repair department to assist the County 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.
- x. Reinforcements (black in color) made of Ara-Shield or equivalent shall be provided at cuffs, knees, and pockets and should meet the requirements of NFPA 1970-2025 Edition.
 - a. 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.
 - b. For pocket reinforcements only: Ara-Shield or equivalent material must be used in the reinforcement of the pocket.
 - c. For knee reinforcements only: Ara-Shield or equivalent material must be used to reinforce knee area of pants.
- xi. Excluding where required by NFPA 1970-2025 Edition 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.

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

- xiii. Areas where non-breathability is allowed (absent Custom Features specifications): trim, hook and loop fastening, hardware or hardware backing, and external pocketing.
- xiv. All points of stress (e.g., storm flap attachments; reinforcements on waists, gaiters, coats, cuffs, large openings; pocket corners; attachment points for accessories on outside; liner attachment points) 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.
- xv. All hook and loop material used for closures shall have finished edges. <u>Unfinished</u> edges will not be accepted.
- xvi. 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.
- xvii. The Gwinnett County Department of Fire and Emergency Services has determined that the following are the **ONLY** acceptable combination of materials to be used.
 - a. Outer Shell

PBI MAX Gold, or equivalent. Safety Components: 7.0 oz; 70% PBI/DuPont Kevlar, or equivalent; 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.

b. 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 $^{\rm m}$ 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-armaid/Paraaramid 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.

c. 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 $^{\rm m}$ 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-armaid/Paraaramid 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 GORÈ® PĂRALLON™ 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.

- xviii. If exterior pockets are specified in either the "Coat Custom Features Specifications and Placement" or in the "Pant Custom Features Specifications and Placement" the following requirements should apply to all such custom option specified exterior pockets:
 - a. All pockets and flaps shall be reinforced at the top corners with heavy duty bar tack or equivalent stitching, or approved equivalent.
 - b. All pockets shall have enlarged tabs for easier grip with a gloved hand.
 - c. All pockets shall be reinforced with an extra layer of NFPA 1970-2025 Edition-certified outer shell, moisture barrier, or other NFPA 1970-2025 Edition-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.
 - d. All pockets shall have a means to drain water and should have a means of closure.
 - e. 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.
- xix. Particulate blocking shall be included into the construction of the Coat cuffs and cuffs of the pants only. The particulate blocking material shall not be included at the waist of the coat. 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 1970-2025 Edition for particle inward leakage testing on the entire PPE ensemble.

- 2. Coat
 - i. The coat composite (all layers) should not gap when the firefighter is bending, crawling or climbing. Gapping should be determined as defined by NFPA 1970-2025 Edition 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.
 - ii. 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.
 - iii. Specifications as stated within this section will supersede any previous specification as long as the required certifications are not compromised.
 - a. Coat cuffs should be reinforced with Ara-Shield or equivalent material.
 - b. Liner label should be configured as an inside liner pocket.
 - c. Trim pattern should be Project FIRES style, Lime Yellow 2-Tone Scotchlite or equivalent. All trim shall be attached with lock stitching.
 - d. An embroidered American Flag patch shall be sewn on the right shoulder with stars facing forward and shall be made of flame-resistant (FR) material.
 - e. 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"
 - f. 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.
 - g. Outside storm flap closure should be by means of four (4) 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.
 - h. 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 (4) 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. On the right-hand pocket, there shall be placed a metal D-style attachment to clip accessories onto the pocket. The D-style metal attachment shall be rivetted on the bottom front corner of the pocket.
 - i. Hand warmer pockets shall be provided behind each bellows pocket and lined with Nomex fleece.
 - j. There shall be an outer shell radio pocket positioned on the right chest approximately 9"H x 4.5" W x 3" D with the pocket flap notched towards the wearer's right. The radio pocket shall be divided into two segments, one

- measuring 1" wide and the other 3.5" wide. The height shall be full height of the pocket.
- k. Center a 0.5" H x 2.5" W outer shell mic tab above the radio pocket.
- I. 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.
- m. 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.
- iv. A firefighter Drag Rescue Device shall be installed in each coat, which shall comply with the requirements of NFPA 1970-2025 Edition. Please state in the proposal submission the design and functionality of the DRD of the proposed gear.
- v. 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.
- vi. 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.
- vii. 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.

- viii. The collar should be of layered construction, which meets or exceeds the minimum requirements set forth in the NFPA 1970-2025 Edition. Please describe the construction of the proposed gear's collar in the proposal submission.
- ix. 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.

x. 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.

- xi. 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.
- xii. 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.
- xiii. 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 1970-2025 Edition 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.
- xiv. 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.
- xv. 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.
- xvi. 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.
- xvii. 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.
- xviii. The proposed PPE must pass the required NFPA 1970-2025 Edition Whole Garment Liquid Penetration Test and should pass the Particle Inward Leakage Test. Please indicate in the proposal submission the construction methods used to achieve this standard.
- xix. 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

 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 1970-2025 Edition standards.

ii. 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.

- iii. Specifications as stated within this section will supersede any previous specification as long as the required certifications are not compromised.
 - a. The pants should have 3", circumferential cuff trim, Lime Yellow 2-Tone Scotchlite or equivalent and should be attached using lock stitching.
 - b. 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.
 - c. 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.

The pants should be adapted for the "Fire Innovations" Arapaho Class II harness. There should be seven (7) evenly placed 1.0 inch retaining tabs placed around the waist. The pants should have NFPA 1970-2025 Edition-compliant attachments to attach the harness on the outside of the pants. There should be loops on the outside of the outer shell to fasten the leg loops of the harness to the outer shell.

- d. 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 1970-2025 Edition.
- e. 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.
- f. 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. Insert should fit the pocket close to the same dimensions of the pocket itself. The tool pouches should be two different tiers for different depths. The first set of slot depths should be seven (7") inches deep, and the second tier of slot depths should be five (5") inches deep; both tiers should be the width of the pocket insert (as close to the full width of the pocket). Both top and bottom tiers should have three (3) slots. The insert should also have a system of attachment so as to not be sloppy or loose in the pocket or create any undue wear to the pocket.
- iv. 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.

- v. 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.
- vi. 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 1970-2025 Edition 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.

- vii. Trouser knee design should be constructed with a comfort/mobility design in all layers and consist of:
 - a. 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.
 - b. Outer Ara-shield material should have reinforced stitching lines to prevent stitch unraveling. These reinforcements and/or designs should move seams away from abrasion or wear areas of the knee.
 - c. The area of reinforcement should be a minimum of 12"H x 8'W (30cm x 20cm).
 - d. Knee area shall be padded under the Ara-shield or equivalent.
 - e. Pads shall be secured in place to prevent movement.
 - f. 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.
 - g. Vendors shall include in their proposal the type of material used, construction details, and the design elements of the reinforced cushioned knee used in the proposed PPE.
- viii. Provide outer shell horizontal suspender loops placed on waist. Attachment should be by means of heavy-duty bar tacks or equivalent.
- ix. 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. <u>Innovation (10 points)</u>

This is defined as 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.

PHASE 2: WEAR TEST

F. Wear Test (40 points)

After Phase I (Technical Evaluation) is evaluated and scored according to criteria above, the selection team may shortlist to the highest scoring firms to participate in the wear test. Please note: After the pre-proposal conference, the County will complete the fitting process. This will be done in an effort to minimize lead time. Any preparation performed by the vendor prior to receiving confirmation that the company has been short-listed will be at the vendor's own risk. Gwinnett County will not be responsible for reimbursing for any samples. Five (5) 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. The County reserves the right to conduct the Wear Test phase over multiple shifts and multiple seasons of the year. Evaluation of the samples will include laundering. 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.

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

V. <u>CERTIFICATION/AFFIDAVITS</u>

The Vendor's Proposal shall be responsive to the specific range of issues described in this Request for Proposal. Vendors are asked to read the Request for Proposal carefully to ensure that they address the specific requirements of this Request and submit all requested information. Proposals shall address the following informational requests and should include the following certifications, justification, understanding, etc. required in this RFP.

- A. Include your company's understanding of the NFPA 1970-2025 Edition, Standard for Protective Clothing for Structural Fire Fighting, for coats and pants.
- B. All materials and construction shall meet or exceed NFPA 1970-2025 Edition, Standard for Protective Clothing for Structural Fire Fighting. 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 manufacturer must certify that the garments proposed meet or exceed all requirements of NFPA 1970-2025 Edition. The manufacturer must also list and label this product with Underwriters Laboratories Inc.
- D. (UL) or Safety Equipment Institute (SEI), as the third-party certification organization prescribed in NFPA 1970-2025 Edition. 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.

E. 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.

- F. Manufacturer must provide, on request, third party certification of the required interface bloodborne pathogen resistant capability.
- G. 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.
- H. The manufacturer should provide a lifetime warranty against defects in materials and workmanship and submit with the proposal package. Include warranty policies.

VI. PROPOSAL EVALUATION CRITERIA

Part	Criteria	Points
Phase 1 -	Technical Evaluation	
Α	Delivery Terms	20
В	References	10
С	Understanding and Adherence to Specifications	5
D	Gear Specifications	5
E	Innovation	10
	Phase 1 Subtotal	50
Phase 2 -	Wear Test	
F	Wear Test: Workability: fit, dexterity, mobility, weight and DRD. Protection: thermal exposure, saturation, tear resistance, visibility, breathability. Durability: wear and tear, repeated thermal exposure, high abrasion, tear resistance, closure components, strength during or after insult, ease of maintenance. (See Exhibit A for a sample of the wear test requirements)	40
	Phases 1 & 2 Subtotal	90
Phase 3 -	Cost Proposal	
	Cost Proposal	10
	Phases 1 - 3 Grand Total	100

Basis of Short-Listing / Selection

Phase 1 – the County's Evaluation Team will have access to all proposal materials and will evaluate all responsive technical proposals based on the Phase 1 evaluation criteria.

A shortlist may be established. The shortlisted vendors will advance to Phase 2 of the evaluation process. Gear should be received six (6) weeks from the date of request.

Phase 2 – Wear Test will be conducted following Phase 1. Five (5) fire personnel will evaluate the gear based on the criteria listed in this RFP. This test will be done independently of Phase 1 and Phase 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 Phases 1 and 2 will be tallied, the proposals will be ranked, and a second shortlist may be established. The shortlisted vendors will advance into Phase 3 of the evaluation process. The number of proposers advancing to each phase be at the discretion of the Evaluation Team.

Phase 3 – Cost Proposals will be requested from the proposers that advance to Phase 3. Cost Proposals should be received within seven (7) business days from the date noted in the request.

If an agreement with the highest ranked vendor cannot be reached, the County may then negotiate with the second ranked vendor and so on until a satisfactory agreement has been reached.

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COST PROPOSAL

(TO BE SUBMITTED ONLY UPON REQUEST)

ITEM #	APPROX. ANNUAL QTY	DESCRIPTION	MANUFACTURER & NO.	DELIVERY A.R.O.	UNIT PRICE	TOTAL PRICE
1.	320 EA	Protective Coats			\$	\$
2.	320 EA	Name Patch			\$	\$
3.	320 EA	Protective Pants with Harness and Suspenders			\$	\$
	GRAND TOTAL \$					\$
REPLA	CEMENT PAR	TS (not included in Grand Total)				
4.	Drag Rescue	e Devices			\$	
5.	5. Suspenders				\$	
6. Harness or Harness Components				\$		

^{*}NOTE: All quantities are approximate and may or may not be adjusted based on the allocation/availability of funds. Items may be ordered on an as-needed basis.

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

Vendor Name		

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COST PROPOSAL CONTINUED

(TO BE SUBMITTED ONLY UPON REQUEST)

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 proposal non-responsive. Contract to begin upon Board of Commissioners approval.

Unless otherwise noted, quoted prices will remain firm for four (4) additional 12-month periods. If a percentage increase/decrease is a part of the renewal options, please note this in the space provided together with an explanation.				
Renewal Option 1: Renewal Option 2: Renewal Option 3: Renewal Option 4:	% Increase % Increase % Increase % Increase	% Decrease % Decrease % Decrease % Decrease	ExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanationExplanation	

Vendor Name	!	

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Please include this page as part of the Technical Response document and <u>NOT</u> with the Cost Proposal

Vendor Information

In compliance with the attached specifications, the undersigned acknowledges all requirements outlined in the "Instructions for Vendors" and all documents referred to therein, offers and agrees, if this proposal is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal 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 fee schedule. By submission of this proposal, 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 <u>Electronic Payment</u> information in the instructions for vendors.

The undersigned acknowledges receipt of the following addenda, listed by number and date as issued

appearing on each			
Addendum No.	Date	Addendum No.	Date
Legal Business Na	me		
Address			
		n within Gwinnett County? Yes 🗌 No	
Representative Sig	nature		
Print Authorized Ro	epresentative's Name		
Telephone Number	г	Fax Number	
E-Mail Address			
Certification of No	n-Collusion in Proposal P	•	Dete
		Signature	Date

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REFERENCES

Gwinnett County requests a minimum of three (3) references where work of a similar size and scope has been completed.

Note: References should be customized for each project, rather than submitting the same set of references for every project bid. The references listed should be of similar size and scope to the project being proposed on. Do not submit a project list in lieu of this form.

1.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Dates
	Contact Person	Telephone
	E-Mail Address	
0	O a marria was Nama a	
2.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	
0		
3.	Company Name	
	Brief Description of Project	
	Completion Date	
	Contract Amount \$	Start Date
	Contact Person	Telephone
	E-Mail Address	

Vendor Name



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

75 Langley Drive | Lawrenceville, GA 30046-6935 (O) 770.822.8720 | (F) 770.822.8735 www.gwinnettcounty.com

RP003-25 Purchase of Firefighter Turnout Gear on an Annual Contract

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CODE OF ETHICS AFFIDAVIT

PLEASE RETURN THIS FORM COMPLETED WITH YOUR SUBMITTAL. SUBMITTED FORMS ARE 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 their 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 vendor, its affiliates or its subcontractors:

١.			
	Company Submitting Bid/Proposal		
2.	Please select one of the following: ☐ No information to disclose (complete only secti ☐ Disclosed information below (complete section	,	
3.	If additional space is required, please attach list:		
	Gwinnett County Elected Official Name	Gwinnett County Elected	Official Name
	Gwinnett County Elected Official Name	Gwinnett County Elected	Official Name
4.	BY: Authorized Officer or Agent Signature	Sworn to and subscribed	before me this
Pi	rinted Name of Authorized Officer or Agent	day of	, 20
_ Ti	tle of Authorized Officer or Agent of Contractor	Notary Public	
			(seal

Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance will be available to view in its' entirety at **GwinnettCounty.com**



GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES PURCHASING DIVISION

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CONTRACTOR AFFIDAVIT AND AGREEMENT (THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Immigration 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-Ver	ify * User Identification Number	Date Re	gistered
 Legal	Company Name		
Stree	t Address		
City/S	State/Zip Code		
BY:	Authorized Officer or Agent (Contractor Signature)	Date	
Title o	of Authorized Officer or Agent of Conti	ractor	
 Printe	ed Name of Authorized Officer or Ager	- it	
	CRIBED AND SWORN		For Gwinnett County Use Only:
	RE ME ON THIS THE DAY OF, 20		Document ID #
			Issue Date:
	y Public		Initials:

^{*} 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 conjunction with the Social Security Administration (SSA).

Exhibit A

Wear Test Evaluation Forms

Vendor Provided Information

TECHNICAL PERFORMANCE FORM

Reference Document: NFPA 19/1	
Manufacturer:	Model:
Date:	
Composite Performance (Outer Shell/Moisture Barrier/Thermal Liner). Consideration based on the risk assessment. Spot thermal insulation shou hazards. If higher values are desired above the NFPA mining	ld be used to enhance areas identified as potential burn
Thermal Protective Performance (TPP)	Minimum 35
Total Heat Loss (THL)	Minimum 205
Conductive Compressive Heat Resistance (CCHR) Minim	um 25 (knees and shoulders)
Cleaning Shrinkage Resistance Test After 5 Washes	%
Note – Some test methods do not take into account moisture to actual field performance when water, sweat, garment weig	
Outer Shell Performance Consideration should be given to the need for strength, dura	ability and color fastness.
Trapezoidal Tear Resistance	Minimum 22
Water Absorption Resistance	Minimum 30%
Notes – Taber abrasion is not a required NFPA performance and has been shown to provide inconsistent results. Color for committee should become knowledgeable about the various	astness is affected by the method of dyeing. The
Moisture Barrier Performance Considerations should be the desired breathability (based o	n composite performance – see above) and durability.
Thermal Liner Performance Considerations should be based on desired thermal insulati working weight, comfort and moisture management needs.	on (based on composite performance – see above),

Thermal Liner Face Cloth
Consideration should be given to the lubricity of the thermal liner face cloth. The higher the lubricity of the face cloth, the less friction against the skin or station work uniform, which aids in comfort and donning.

Participant data for evaluation/follow-up

REFERENCE Document: NFPA 1851

Prior to starting the selection process of structural or proximity firefighting ensembles and ensemble elements, a risk assessment should be performed. A risk assessment should consider and include, but not be limited to, type of duties performed; frequency of ensemble element use; organization's experiences; incident operations; geographic location and climate.

Based on this risk assessment, the organization should compile and evaluate information on the comparative strengths and weaknesses of the elements under consideration and that they interface properly with other personal protective items being used. When a field evaluation is being conducted, the organization should establish criteria to ensure a systematic method of comparing products in a manner related to their intended use. Assess their performance relative to the organization's expectations.

The committee should consist of the department Safety Officer and interested individuals representing a cross section from both labor and management who have several years of experience in firefighting activities.

The purpose of the evaluation is to improve the organization's criteria over existing specifications. To accomplish this, five areas are identified as quantifiable parameters. These are: Technical Performance, Preparation, Fit and Function, Performance and In Service.

INSTRUCTIONS

There are four forms attached.

- A) Technical Performance Form completed once at the beginning of the evaluation by the committee. This information should be obtained from the element manufacturer and should be verified (example: product literature, certification documentation, etc.). All data should be considered relative and the committee should educate themselves on acceptable ranges of performance. The committee and each wear test participant should receive a product presentation from each manufacturer or manufacturer's representative.
- B) Preparation Form completed once at the beginning of the evaluation by the individual wear test participant. This covers proper fit, familiarity of construction features and any special preparation such as washing of the garment prior to use.
- C) Performance Form completed once during scheduled wear trial evaluation on training ground.
- D) In Service Form– completed repetitively through duration of shift evaluation, a period recommended to be several months extending through at least two seasons. This form should be completed at each rotation of brand or manufacturer. At the end of the evaluation, the scores and subjective comments should be tabulated. An Excel spreadsheet can be utilized to accomplish this.

Participant data for evaluation/follow-up

PREPARATION FORM

The participant should familiarize themselves with the manufacturer's User Instructions, the garment closure system, DRD, and product features (such as pockets, accessories, and any other unique components such as safety harnesses or belts).

Fit and Function:

Sizing and Interface – The following should be evaluated prior to wearing the garments in order to ensure proper fit. If you check no to any of the following, the garment should be properly adjusted prior to use.

Fit and Function	YES	NO
Are the sleeves the appropriate length for the gloves worn?		
Are the pants the appropriate length for the boots worn?		
Is there a minimum of 2" overlap of the coat and pants when reaching?		
Is the pants waist the appropriate size?		
Is the coat chest diameter the appropriate size?		
Is the DRD the correct size and secured correctly?		

Washing:

All turnout samples should be washed once prior to wearing according to NFPA 1851. Subsequent washings should take place during the in service period and an assessment of durability completed at the end of the evaluation. Fabric tears should be noted as to cause, since any fabric or reflective trim can tear when exposed to sharp objects.

Note – Contact the distributor if any normal fabric tears or ensemble defects arise during the evaluation period. This provides you with an opportunity for a service evaluation based on response to the rapidity of the repair and the return of the ensemble.

Wicking and Weight Gain and Drying:

Water Absorption

Minimizing the amount of water absorption in the system reduces the risk of burn injury. If possible, the following assessments should be made. This portion should be completed by the safety committee. See methodology to be used in the Preparation document immediately following.

Turnout Pants Water Wicking Weight Gain	Dry Weight	Wet Weight
Turnout Coat Water Absorption Weight Gain	Dry Weight	Wet Weight
Turnout Coat Water Weight at Two Hours	Two-Hour Weight	

Water wicking upward in the turnout gear can result in fire fighter steam burns, knee compression burns and undesirable weight gain. The following evaluation will be done following the washing and 24-hour drying. The information obtained in this evaluation should be noted above.

- a) Immerse the lower legs (starting at the pants cuff) of the turnout pants in four inches (4") of water for 15 minutes. Weigh the turnout pants (a simple fish type scale is sufficient) before and after the immersion and the resulting weight gain will be recorded on the Technical Performance Form.
- b) The turnout coat, outer shell and thermal liner will be completely shower immersed in water for 15 minutes. Weigh the turnout coat (a simple fish type scale is sufficient) before and after the immersion and the resulting weight gain will be recorded on the Technical Performance Form.
- c) Immediately following (b), hang the turnout coat on a hook. After a period of two hours, weigh the turnout coat for a second time using the same scale. The weight will be recorded on the Technical Performance Form.

Participant data for evaluation/follow-up

PERFORMANCE FORM

Manufacturer	Model	
Serial Number	Participant Name _	
The evaluator should be properly hydrated. The prior to the start of each exercise. The exercise on the garment performance.		
The evaluators and manufacturer brands show morning to afternoon, with the intent of minim		·
The committee should note below the environ include ambient conditions: temperature, hum		, ,

Live Fire Scenarios

Note – The burn exercise should be completed twice using the same turnouts with a sufficient rehab break for hydration. The evaluator should note that on the first entry the turnouts will be at ambient temperature and relatively dry. Then note on the second entry how much "stored energy" and sweat/weight gain has occurred and the effect on task fulfillment.

<u>At grade attack</u>: Advance 150' charged 1 ¾" handline to suppress an at grade fire in the burn room of the burn building.

First entry – overall function of the pants	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
First entry – overall function of the coat	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Second entry – protective effectiveness	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Second entry – water/weight gain	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable
Second entry – overall comfort of the pants	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable
Second entry – overall comfort of the coat	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable

Total Score

<u>Interior Instructor position (heat soak evaluation)</u>: Perform interior instructor type position to evaluate heat soak for one evolution. Exit the building and go to rehab. Wet gear to simulate moisture exposure as in emergency fire attack and overhaul in the field. Enter for second rotation and evaluate heat soak after initial rotation and water exposure.

-												
First entry – overall function of the pants	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
First entry – overall function of the coat	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Second entry – protective effectiveness	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Second entry – water/weight gain	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable
Second entry – overall comfort of the pants	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable
Second entry – overall comfort of the coat	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable

Total Score_____

<u>At grade search with dummy drag under live fire conditions</u>: Search at grade floor of burn building and drag rescue dummy out entrance of building.

Flexibility of the knee when crawling	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Padding in the knee for thickness	Insufficient	1	2	3	4	5	6	7	8	9	10	Sufficient
Padding in the knee for bulkiness	Bulky	1	2	3	4	5	6	7	8	9	10	Not Bulky
Flexibility of the shoulders	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Flexibility of the arms and elbows	Restrictive	1	2	3	4	5	6	7	8	9	10	Flexible
Collar effectiveness and comfort	Uncomfortable	1	2	3	4	5	6	7	8	9	10	Comfortable

Total Score_____

Non Live Fire Scenarios

<u>Ladder raise and climb for window access</u>: As a member of a team, retrieve a 24' ladder from the engine. Raise, secure and climb the ladder to the height of the fly section to lock in while wearing full PPE with SCBA not breathing air.

Flexibility of the knees	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the crotch and thighs	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the shoulders	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 □	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 □	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Overall cut of the pants	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6	7	8 🗆	9 🗆	10 🗆	Conforming
Overall cut of the coat	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall comfort of the pants	Uncomfortable	1 🗖	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Overall comfort of the coat	Uncomfortable	1 🗆	2 🗆	3 🔲	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Advance preconnect three traffic cones is aligned with the o	placed at positi	/4" pr	f 9, 12	nect, c 2 and	3 o'cl	ock, n	naneı	ıverin	g the			
Flexibility of the pants	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the coat	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Overall comfort of the pants	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Overall comfort of the coat	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗖	Comfortable
<u>Window bailout</u> : Per breathing air.	form window ba		l Scoi		scape	syster	m whi	le wea	aring f	ull PP	E with	SCBA
Flexibility of the knees	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the crotch and thighs	Restrictive	1 🗆	2 🗆	3□	4□	5 🗆	6□	7	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the shoulders	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6	7	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 🗆	4	5	6	7	8 🗆	9 🗆	10 🗆	Flexible
Overall cut of the pants	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall cut of the coat	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall comfort of the pants	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable

the pants

Overall comfort of the coat	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
		Tota	l Sco	re								
<u>Ladder bailout</u> : Perf	orm a ladder bai	lout w	hile v	wearir	ng full	PPE w	ith SC	BA br	eathir	ng air.		
Flexibility of the knees	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the crotch and thighs	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the shoulders	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Overall cut of the pants	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall cut of the coat	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall comfort of the pants	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Overall comfort of the coat	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
		Tota	l Sco	re								
SCBA confidence cou	<i>urse</i> : Complete t	he fir	e dep	artm	ent's a	autho	rized	cours	e in fu	ıll ppe	while	
breathing air on SC	BA.											
Flexibility of the knee when crawling	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Padding in the knee for thickness	Insufficient	1 🗆	2 🗆	3 🗆	4 🗆	5 🗌	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Sufficient
Padding in the knee for bulkiness	Bulky	1 🗆 2	2 🗆	3 🗆	4 🗌	5 🗆	6 🗆 -	7 🗆	8 🗆 !	9 🗆	10 🗆	Not Bulky
Flexibility of the shoulders	Restrictive	1 🔲	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 🗌	4 🗆	5 🗌	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Collar effectiveness and comfort	Uncomfortable .	1 🔲	2 🗆	3 🗆	4 🗌	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
		Total	Scor	e								
Extrication evolution utilizing hydraulic re							ngle v	ehicle	extri	cation	practio	ces
Flexibility of the knees	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the crotch and thighs	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 □	7 🗆	8 🗆	9 🗆	10 🗆	Flexible

Flexibility of the shoulders	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8	9	10 🗆	Flexible
Overall cut of the pants	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall cut of the coat	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall comfort of the pants	Uncomfortable	1 🗆	2	3 🗆	4 🗆	5 🗆	6 □	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Overall comfort of the coat	Uncomfortable	1 🗆	2	3□	4 🗆	5 🗆	6□	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable

Total Score_____

 $\underline{\textit{PPE course}}$: Perform Physical Performance Evaluation course while wearing full gear and SCBA not breathing air.

Flexibility of the knees	Restrictive	1 🗆	2 🗆	з 🗆	4 🗆	5 □	6 □	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the crotch and thighs	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the shoulders	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Flexibility of the arms and elbows	Restrictive	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Flexible
Overall cut of the pants	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall cut of the coat	Bulky	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Conforming
Overall comfort of the pants	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable
Overall comfort of the coat	Uncomfortable	1 🗆	2 🗆	3 🗆	4 🗆	5 🗆	6 🗆	7 🗆	8 🗆	9 🗆	10 🗆	Comfortable

Total Score_____

Participant data for evaluation/follow-up

IN SERVICE EVALUATION FORM

This form needs to be completed after each shift or training evolution day that the garment was used and for each manufacturer's brand.

Manufacturer				N	lodel						
Serial Number	er Participant Name										
Date				V	as this	s gear i	used a	t a stru	cture fi	re this s	hift? Yes No
Please rate the turnout g	ear on	a scal	e of 1-1	10 ("10	" being	favora	ıble)				
Stiff	1	2	3□	4□	5□	6□	7	8□	9□	10□	Flexible
Difficulty donning	1	2	3□	4	5□	6□	7	8□	9	10	Ease of donning
Difficulty doffing	1	2	3□	4□	5□	6□	7	8□	9□	10	Ease of doffing
Discomfort with SCBA	1	2	3□	4□	5□	6□	7	8□	9□	10	Comfort with SCBA
Poor SCBA interface with pockets	1□	2	3□	4□	5□	6□	7	8□	9□	10	Good SCBA interface with pockets
Poor shoulder flexibility with SCBA	1	2	3□	4□	5□	6□	7	8□	9□	10	Good shoulder flexibility with SCBA
Difficult coat/collar closure	1□	2	3□	4□	5□	6□	7	8□	9□	10□	Good coat/collar closure
Insufficient padding on shoulders	1□	2	3□	4□	5□	6□	7	8□	9□	10□	Sufficient padding on shoulders
Inflexibility of arms and elbows	1	2	3□	4□	5□	6□	7	8□	9□	10□	Flexibility of arms and elbows
Dislike pant closure/belt	1□	2	3□	4□	5□	6□	7□	8□	9□	10□	Like pants closure/belt
Insufficient padding in knees	1	2	3□	4□	5□	6□	7□	8□	9□	10□	Sufficient padding in knees
Inflexible when kneeling	1□	2□	3□	4□	5□	6□	7□	8□	9□	10□	Flexible when kneeling
Coat is too hot to work in	1□	2	3□	4□	5□	6□	7	8□	9□	10□	Coat is cool to work in
Pants are too hot to work in	1□	2	3□	4□	5□	6□	7	8□	9□	10□	Pants are cool to work in
Turnouts are heavy	1	2	3□	4	5□	6□	7	8□	9	10□	Turnouts are light
Pockets are inadequate	1□	2	3□	4□	5□	6□	7	8□	9□	10	Pockets are adequate
Suspenders are uncomfortable	1□	2	3□	4□	5□	6□	7	8□	9□	10	Suspenders are comfortable
Dislike the design/looks	1□	2	3□	4□	5□	6□	7	8□	9□	10	Like the design/looks
Unsatisfactory fit	1	2	3□	4	5□	6□	7	8□	9□	10□	Satisfactory fit
Uncomfortable turnouts	1	2	3□	4□	5□	6□	7	8□	9□	10□	Comfortable turnouts
	Tota	l Scor	e								
I rate the use of these turn	outs th	nis shif	t as (ch	eck one	e): Exce	eptiona	ıl∐ A	ccepta	ble□	Margin	al∏ Unacceptable∏
Please write a statement about the overall fit and function of the gear and elaborate on any very positive or very negative scores you gave above.											

Bunker Gear Wear Test EvaluationParticipant data for evaluation/follow-up

Brand/Model:						_	Shell	Liner:							
Please complete and	return	to Ch	ief _						_ upo	n comp	letion of wear test.				
Fire Department N	lame:														
Your name:											e#				
Station #	/	Addres	ss:							Sh	ift:				
Dates Tested: From:						_	To: _								
Approximate # of Rui	ns:														
PLEASE RATE TH	Acceptability Scale for Fire Fighter Clothing RATE THE PROTECTIVE GEAR ON THE FOLLOWING FEATURES: a scale of 1-10"10" being most favorable. Please check only one rating per question.) 1 2 3 4 5 6 7 8 9 10 Light														
Heavy	1	2	3□	4□	5□	6□	7	8□	9□	10□	Light				
Stiff	1	2	3□	4□	5□	6□	7	8□	9□	10□	Flexible				
Hard to put on	1□	2□	3□	4□	5□	6□	7	8□	9□	10□	Easy to put on				
Too hot to work in	1	2	3□	4□	5□	6□	7	8□	9□	10□	Cool to work in				
Body is <u>not</u> adequately covered	1□	2□	3□	4□	5□	6□	7	8□	9□	10□	Body is adequately covered				
Restricted movement of arms	1□	2□	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement of arms				
Restricted movement of shoulders	1	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement of shoulders				
Restricted movement of waist	1	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement of waist				
Restricted movement of the crotch area	1	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement of the crotch area				
Restricted movement of knees	1	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement of knees				
Restricted movement in crawling	1	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement in crawling				
Restricted movement in climbing	1 🗆	2	3□	4□	5□	6□	7	8□	9□	10□	Freedom of movement in climbing				
Unsatisfactory fit	1	2□	3□	4□	5□	6□	7	8□	9□	10□	Satisfactory fit				
Non-functional design	1□	2□	3□	4□	5□	6□	7□	8□	9□	10□	Functional design				

Bunker Gear Wear Test EvaluationParticipant data for evaluation/follow-up

	ective trim is equate	1	2	3□	4□	5□	6□	7	8□	9	10□	Reflective trim is excellent	
	kets are equate	1	2	3□	4	5	6□	7	8 🗆	9	10□	Pockets are excellent	
	tlet/Waterwell functional	1	2	3□	4□	5□	6□	7	8□	9	10□	Wristlet/Waterwell very functional	
Unc	omfortable collar	1	2	3□	4	5□	6□	7	8	9	10□	Comfortable collar	
	r protection at es/elbows	1	2	3□	4□	5□	6□	7	8□	9	10□	Good protection knees/elbows	
Disli	ke Gear	1	2	3□	4□	5□	6□	7	8□	9	10□	Like Gear	
	Total Score												
Α.	Clothing Wear A firefighting activity		ment -	Pleas	e desc	cribe y	our vie	ew of t	he ove	erall pe	erforma	nce of the gear during	
B.	Wear/Abrasion -	Descr	ibe yo	ur imp	ressio	ns							
C.	Describe the gea					ol duri	ng fire	grour	nd acti	vities a	associa	ted with both fire	
D.	Did you clean the	e gear	? If so	o, plea	se exp	olain h	ow and	d with	what (cleanir	ig dete	rgent.	
E	. Did you have any problems donning the turnout gear? - Explain.												
F.	Please describe protective ensen		ay in v	vhich t	he gea	ar inte	rfered	with th	ne wea	aring o	r use o	f the rest of your	
-													

Bunker Gear Wear Test EvaluationParticipant data for evaluation/follow-up

TURNOUT COAT FIT AND FUNCTION:		
A. Overall: Excellent Good Fair Poor		
B. Arm Mobility (shoulders, elbows) Comfortable Somewhat Restrictive Too Restrictive		
If restrictive, during what activity or arm motion?		
TURNOUT PANTS FIT AND FUNCTION:		
A. Overall: Excellent Good Fair Poor		
B. Leg mobility (hip, knee, crotch) Comfortable ☐ Somewhat Restrictive ☐ Too Restrictive ☐		
If restrictive, during what activity or leg motion?		
OVERALL EVALUATION: What features of turnout gear to you feel are most important to safety?		
Would you recommend the gear to your department? Yes ☐ No ☐		
Additional Comments:		
W 7 15 1 1 1 0 0 1 1 1 1		
Sections Point Totals 1.Live Fire Scenarios Section Total /18 2.Non-Live Fire Scenarios Section Total /50 3.In Service Use Section Total /20 4.Wearer Acceptability Section Total /20		
Total Points from ALL Sections after calculation Divided by Number of sections 4 Wear Test Total Score		

FAILURE TO RETURN THIS PAGE MAY RESULT IN REMOVAL OF YOUR COMPANY FROM COMMODITY LISTING.

RP003-25

Buyer Initials: CB

	U DESIRE TO SUBMIT A "NO BID" IN RESPONSE TO THIS PACKAGE, PLEASE INDICATE B' KING 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
-	
COMF	PANY NAME

AUTHORIZED REPRESENTATIVE _____

GWINNETT COUNTY DEPARTMENT OF FINANCIAL SERVICES – PURCHASING DIVISION GENERAL INSTRUCTIONS FOR VENDORS, TERMS AND CONDITIONS

ATTENTION

FAILURE TO RETURN THE FOLLOWING DOCUMENTS MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. THE COUNTY SHALL BE THE SOLE DETERMINANT OF TECHNICALITY VS. NON-RESPONSIVE SUBMITTAL:

- 1. FAILURE TO USE COUNTY QUOTE/BID/FEE SCHEDULE.
- 2. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE COMPLIANCE/SPECIFICATION SHEETS.
- 3. FAILURE TO RETURN OR ACKNOWLEDGE APPLICABLE ADDENDA.
- 4. FAILURE TO PROVIDE INFORMATION ON ALTERNATES OR EQUIVALENTS.
- 5. FAILURE TO PROVIDE BID BOND, <u>WHEN REQUIRED</u>, WILL RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND AUTOMATIC REJECTION. <u>BID BONDS ARE NOT REQUIRED ON ALL SOLICITATIONS</u>. BOND REQUIREMENTS ARE CLEARLY STATED ON THE INVITATION PAGE. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION. **IF BONDS ARE REQUIRED, FORMS WILL BE PROVIDED IN THIS SOLICITATION DOCUMENT.**
- 6. FAILURE TO PROVIDE CONTRACTOR AFFIDAVIT AND AGREEMENT, WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE CONTRACTOR AFFIDAVIT AND AGREEMENT IS NOT REQUIRED ON ALL SOLICITATIONS. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.
- 7. FAILURE TO PROVIDE AN ETHICS AFFIDAVIT WHEN REQUIRED, MAY RESULT IN SUBMITTAL BEING DEEMED NON-RESPONSIVE AND REJECTED. THE ETHICS AFFIDAVIT IS REQUIRED ON ALL FORMAL SOLICITATIONS OVER \$100,000.00. IF CLARIFICATION IS NEEDED, CONTACT THE PURCHASING ASSOCIATE LISTED IN THE INVITATION.

I. PREPARATION OF SUBMITTAL

- A. Each vendor shall examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the vendor's risk, as the vendor will be held accountable for their submittal.
- B. Each vendor shall furnish all information required by the solicitation form or document. Each vendor shall sign the submittal and print or type his or her name on the quote/bid/fee schedule. The person signing the submittal should initial erasures or other changes. An authorized agent of the vendor must sign the submittal.
- C. Fee schedule pricing should have only two decimal places unless otherwise stated. In the event of a calculation error in total price, the unit pricing prevails.
- D. Except for 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 award. 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.
- E. Sample contracts (if pertinent) are attached. These do NOT have to be filled out with the submittal but are contained for informational purposes only. If awarded, the successful vendor(s) will be required to execute these documents prior to County execution.
- F. Effective July 1, 2013 and in accordance with the Georgia Illegal Immigration Reform Enhancements for 2013, an original signed, notarized and fully completed Contractor Affidavit and Agreement should be included with vendor's 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 submittal may result in being deemed non-responsive and automatic rejection.

II. DELIVERY

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

III. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding the meaning or interpretation of the solicitation, drawings, specifications, etc. must be requested by the question cutoff deadline stated in the solicitation for a reply to reach all vendors before the deadline of the solicitation. Any information given to a prospective vendor concerning a solicitation will be furnished to all prospective vendors as an addendum to the solicitation if such information is necessary or if the lack of such information would be prejudicial to uninformed vendors. The written solicitation documents supersede any verbal or written communications between the parties. Receipt of addenda should

be acknowledged in the submittal. It is the vendor's responsibility to ensure they have all applicable addenda prior to their submittal. This may be accomplished by contacting the assigned Purchasing Associate prior to the submittal or visiting the Gwinnett County website.

IV. SUBMISSION OF FORMAL OFFERS/SUBMITTALS

- A. Formal bid and proposal submittals shall be enclosed in a sealed package or envelope, addressed to the Gwinnett County Purchasing Division with the name of the vendor, the date and hour of opening and the solicitation number on the face of the package or envelope. Facsimile or emailed submittals 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 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 vendor's request and expense, if items are not destroyed by testing.
- 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 identification of each item submitted, including brand name, model, catalog number, etc. must be furnished to identify exactly what the vendor is offering. Manufacturer's literature may be furnished but vendor should not submit excessive marketing material.
- F. The vendor must certify that items to be furnished are new and that the quality has not deteriorated to impair its usefulness.
- G. Unsigned submittals will not be considered except in cases where it is enclosed with other documents that have been signed. The County will determine acceptability in these cases.
- H. Gwinnett County is exempt from federal excise tax and Georgia sales tax regarding goods and services purchased directly by Gwinnett County. Vendors are responsible for federal excise tax and sales tax, including taxes for materials incorporated in county construction projects. Vendors should contact the State of Georgia Sales Tax Division for additional information. Agreements were there is a cost-plus mark-up, mark-up will not be paid on taxes.
- I. Information submitted by a vendor in the solicitation process shall be subject to disclosure after the public opening in accordance with the Georgia Open Records Act.

V. WITHDRAWAL DUE TO ERRORS

Vendors must give Gwinnett County Purchasing Division written notice within two (2) business days of completion of the opening stating that they wish to withdraw their submittal without penalty for an obvious clerical or calculation error. Submittal may be withdrawn from consideration if the price was substantially lower than the other submittals due solely to a mistake therein, provided pricing was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake and was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the submittal. The unintentional arithmetic error or omission can be clearly proven through inspection of the original work papers, documents, and materials used in preparing the submittal

sought to be withdrawn. The vendor's original work papers shall be the sole acceptable evidence of error and mistake if a vendor elects to withdraw their submittal. If a quote or bid submittal is withdrawn under the authority of this provision, the lowest remaining responsive offer shall be deemed to be low bid.

No vendor who is permitted to withdraw their submittal 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 bid or proposal was submitted.

Vendors who fail to request withdrawal by the required forty-eight (48) hours may automatically forfeit bid bond if a bond was required. Bid may not be withdrawn otherwise.

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 vendor.

VII. F.O.B. POINT

Unless otherwise stated in the request for invitation and any resulting contract, or unless qualified by the vendor, items shall be shipped F.O.B. Destination, Freight Prepaid and Allowed. 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 vendor 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 vendor 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 solicitation as required in the solicitation package or document. Failure to submit a bid bond with the proper rating will result in submittal 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 A.M. Best rating as stated in the solicitation document.

X. DISCOUNTS

A. Time payment discounts may be considered in arriving at net prices and in award of solicitations. 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 either the highest scoring firm (for proposals) or the lowest responsive and responsible vendor (for quotes/bids). The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County may make such investigations as it deems necessary to determine the ability of the vendor to perform, and the vendor 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 submittal if the evidence submitted by, or investigation of such vendor fails to satisfy the County that such vendor is properly qualified to carry out the obligations of the contract.
- B. The County reserves the right to reject or accept any or all offers and to waive technicalities, informalities and minor irregularities in the submittals received.
- C. The County reserves the right to make an award as deemed in its best interest, which may include awarding to a single vendor or multiple vendors; or to award the whole solicitation agreement, only part of the agreement, or none of the agreement, based on its sole discretion of its best interest.
- D. In the event of proposal scores rounded to the nearest whole number result in a tie score, the award will be based on lowest cost.
- E. If proposal 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 vendor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacement 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 vendor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of the contract prices, or the County shall have the right to deduct such amount from monies owed the defaulting vendor. Alternatively, the County may penalize the vendor 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

No material, labor or facilities will be furnished by the County unless so provided in the solicitation package.

XIV. REJECTION OF SUBMITTALS

Failure to observe any of the instructions or conditions in this solicitation package may constitute grounds for rejection.

XV. CONTRACT

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

Upon receipt of a solicitation package containing a Gwinnett County "Sample Contract" as part of the requirements, it is understood that the vendor has reviewed the documents with the understanding that Gwinnett County requires that all agreements between the parties must be entered into via this document. If any exceptions are taken to any part, each must be stated in detail and submitted as part of the vendor's submittal. If no exceptions are stated, it is assumed that the vendor fully agrees to the provisions contained in the "Sample Contract" in its entirety.

Any Consultant as defined in O.C.G.A. §36-80-28 that is engaged to develop or draft specifications/requirements or serve in a consultative role during the procurement process for any County procurement method, by entering into such an arrangement or executing a contract, the consultant agrees to abide by the current state law and: 1) Avoid any appearance of impropriety and shall follow all policies and procedures of the County, 2) Disclose to the County any material transaction or relationship pursuant to §36-80-28, that is considered a conflict of interest, any involvement in litigation or other dispute, relationship, or financial interest not disclosed in the ethics affidavit, and 3) Acknowledge that any violation or threatened violation of the agreement may cause irreparable injury to the County, entitling the County to seek injunctive relief in addition to all other legal remedies.

When the vendor has performed in accordance with the provisions of this agreement, Gwinnett County shall pay to the vendor, 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. If Gwinnett County fails to pay the vendor 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 vendor 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 vendor's acceptance of progress payments or final payment shall release all claims for interest on said payment.

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia.

XVI. NON-COLLUSION

Vendor declares that the submittal is not made in connection with any other vendor's submittal for the same commodity or commodities, and that the submittal is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each vendor. Collusion and fraud in submittal 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 vendor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible vendor, or the next highest scoring responsive and responsible proposer, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting vendor (or their surety) shall be liable to the County for costs to the County in excess of the defaulted contract prices; provided, however, that the vendor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the vendor to deliver materials or services within the time

stipulated on their offer, 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 vendor of the vendor'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 vendor. In the event of the County's termination of this agreement for convenience, the vendor 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 vendor, which shall itemize each element of performance.

XX. SUBSTITUTIONS

Vendors offering substitutions or who are deviating from the attached specifications shall list such deviations on a separate sheet to be submitted with their offer. The absence of such a substitution list shall indicate that the vendor has taken no exception to the specifications contained herein.

XXI. INELIGIBLE VENDORS

The County may choose not to accept the offer by an individual, firm, or business who is in default on the payment of taxes, licenses, or other monies owed to the County. Additionally, vendors or persons placed on an Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance shall not be eligible to provide any commodities or services to the County during the period such person remains on the Ineligible Source List.

XXII. PENDING LITIGATION

An individual, firm, or business that 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.

XXIII. OCCUPATION TAX CERTIFICATE

Each successful vendor must have a valid Gwinnett County occupation tax certificate if the vendor maintains an office within the unincorporated area of Gwinnett County. Incorporated, out of County, and out of State vendors are required to have any and all certificates necessary to do business in any town, County or municipality in the State of Georgia, or as otherwise required by County ordinance or resolution. Vendors may be required to provide evidence of valid certificates. Out of State vendors are required to have a certificate in the Georgia jurisdiction where they receive the most revenue.

XXIV. PURCHASING POLICY AND REVIEW COMMITTEE

The Purchasing Policy & 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 & Review Committee has authority to place vendors on the Ineligible Source List for reasons listed in Part 6, Section II of the Gwinnett County Purchasing Ordinance, for a period not to exceed three (3) years.

XXV. AMERICANS WITH DISABILITIES ACT

All vendors 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 the reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of Gwinnett County should be directed to the ADA 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 vendor'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 vendors of their use tax liability on public works projects. Under Georgia law, private vendors 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 (for example, the installation of sheetrock), it becomes taxable to the private vendor. See O.C.G.A. §48-8-3(2) and O.C.G.A. §48-8-63.

XXVIII. STATE AND FEDERAL 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) and that all who enter into a contract for public works as defined by O.C.G.A. §36-91-2(12) for the County, must satisfy the Illegal Immigration Reform Enhancements for 2013 in conjunction with the Federal Immigration Reform and Control Act (IRCA) of 1986, in all manner, and such are conditions of the contract.

The Purchasing Division Director with the assistance of the Internal Audit Division shall be authorized to conduct random audits of a vendor's or subcontractors' compliance with the Illegal Immigration Reform Enhancements for 2013 and the rules and regulations of the Georgia Department of Labor. The vendor and subcontractors shall retain all documents and records of its compliance for a period of five (5) years following completion of the contract or shall abide by the current time requirements at the time of the contract. This requirement shall apply to all contracts for all public works, 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 vendor's or subcontractor's records are not sufficient to verify the work eligibility of any individual in the employment of such vendor 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 vendor or subcontractor is no longer in compliance with worker verification.

By submitting an offer to the County, vendor agrees that, in the event the vendor employs or contracts with any subcontractor(s) in connection with the covered contract, the vendor will secure

from the subcontractor(s) such subcontractor(s') indication of the employee-number category applicable to the subcontractor, as well as attestation(s) from such subcontractor(s) that they follow the Illegal Immigration Reform Enhancements for 2013 in conjunction with all federal requirements. Original signed, notarized Subcontractor Affidavits and Agreements must be maintained by the vendor awarded the contract.

A vendor's or subcontractor's failure to participate in the federal work authorization program as defined above shall be subject to termination of the contract. A vendor's failure to follow Gwinnett County's instruction to terminate a subcontractor that is not participating in the federal work authorization program may be subject to termination of the contract.

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. §43-41-17).

XXXI. PRODUCTS MANUFACTURED IN GEORGIA

When contracting for or purchasing supplies, materials, equipment, or agricultural products that exceeds \$100,000.00, excluding beverages for immediate consumption, Gwinnett County shall give preference as far as may be reasonable and practicable to such supplies, materials, equipment, and agricultural products as may be manufactured or produced in this state. Such preference shall not sacrifice quality. Gwinnett County Board of Commissioners shall consider, among other factors, information submitted by the vendor which may include the vendor's estimate of the multiplier effect on gross state domestic product and the effect on public revenues of the state and the effect on public revenues of political subdivisions resulting from acceptance of an offer to sell Georgia manufactured or produced goods as opposed to out-of-state manufactured or produced goods. Any such estimates shall be in writing. (O.C.G.A. §36-84-1).

XXXII. INDEMNIFICATION

To the fullest extent permitted by law, the vendor shall, at his sole cost and expense, indemnify, defend, satisfy all judgments, and hold harmless the County, its commissioners, officers, 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 by any act or omission of the vendor, 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, its commissioners, officers, agents, and employees by any employee of the vendor, 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 vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts.

Vendor shall also indemnify, hold harmless, insure, and defend the County for damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the vendor or other persons employed or utilized by the vendor in the performance of a contract that utilizes survey services.

XXXIII. CODE OF ETHICS

Vendors 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. (This shall not apply to informal purchases as defined by the Purchasing Ordinance.) The vendor shall execute a Code of Ethics affidavit. Failure to submit the affidavit during the procurement process shall render the offer non-responsive.

Any business entity holding a contract with Gwinnett County that after 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, or vendors 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. Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 54-33. The ordinance is available to view in its entirety at www.gwinnettcounty.com.

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 visit the Gwinnett County Treasury Division page or click here -> Gwinnett County Electronic Payments.

DIRECTIONS TO GJAC BUILDING FROM I-85

Take I-85 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 and proceed through the roundabout. Visitors can either proceed to the front parking area on the left or to the parking deck behind the building. Click here for additional information about parking. The Purchasing Division is located on the second floor, West Wing.