



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

February 14, 2022

Subject: Request for Quotes 2060-A: Firefighter Uniforms

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a quote for the above listed solicitation in accordance with the information and specifications contained herein.

Address any questions you may have about this request for quotes to Natasha Duggan via email to nduggan@fayettecountyga.gov or fax to (770) 719-5534. Questions will be accepted until **3:00 p.m., Friday, February 18, 2022.**

Quotes will be accepted until 3:00 p.m., Thursday, February 24, 2022. Please provide your quote and other information via email to Natasha Duggan, Contract Administrator at nduggan@fayettecountyga.gov or fax to (770) 719-5534.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Sincerely,

Ted L. Burgess
Director of Purchasing

GENERAL TERMS AND CONDITIONS

RFQ #2060-A: Firefighter Uniforms

1. **Definitions:** The term “contractor” as used in these Terms and Conditions shall be used synonymously with the term “successful responder.” The term “County” shall mean Fayette County, Georgia.
2. **Quote is Offer to Contract:** Each quote constitutes an offer to become legally bound to a contract with the County, incorporating the request for quote and the responder’s quote. The binding offer includes compliance with all terms, conditions, special conditions, specifications, and requirements stated in the request for quote, except to the extent that a responder takes written exception to such provisions. All such terms, conditions, special conditions, specifications, and requirements will form the basis of the contract. The responder should take care to answer all questions and provide all requested information, and to note any exceptions in the quote submission. Failure to observe any of the instructions or conditions in this request for quote may result in rejection of the quote.
3. **Binding Offer:** To allow sufficient time for a contract to be awarded, each quote shall constitute a firm offer that is binding for ninety (90) days from the received by date, unless the responder takes exception to this provision in writing.
4. **References:** Include with your quote a list of three (3) jobs that your company has done that are of the same or similar nature to the work described in this request for quote, on the form provided. Include all information as requested on the form.
5. **Preparation Costs:** The responder shall bear all costs associated with preparing the quote.
6. **More Than One Quote:** Do not submit alternate quotes or options, unless requested or authorized by the County in the request for quote. If a responder submits more than one quote without being requested or authorized to do so, the County may disqualify the quotes from that responder, at the County’s option.
7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any quote received. In case of an error in extension of prices or totals in the quote, the unit prices shall govern.
8. **Brand Name:** If items in this request for quote have been identified, described, or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in the quote. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Prices Held Firm:** Prices quoted shall be firm for the period of the contract, unless otherwise specified in the quote. All prices for commodities, supplies, equipment, or other products shall be quoted FOB Destination, Fayette County or job site.

10. **Quantities are Estimates:** Quantities listed herein are estimates for the period specified. This will be an indefinite-quantity type contract, with County requirements fulfilled on an "as ordered" basis. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices stated in the quote.
11. **Responder Substitutions:** Responders offering substitutions or deviations from specifications stated in the request for quote, shall list such substitutions or deviations on the "Exceptions to Specifications" sheet provided, or on a separate sheet to be submitted with the quote. The absence of such list shall indicate that the responder has taken no exception to the specifications. The evaluation of quotes and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County.
12. **Non-Collusion:** By responding to this request for quote, the responder represents that the quote is not made in connection with any competing responder, supplier, or service provider submitting a separate response to this request for quote and is in all respects fair and without collusion or fraud.
13. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest in the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of a County contract for a period of up to three years.

14. **Evaluation:** Award will be made to the lowest responsive, responsible responder, taking into consideration payment terms, vendor qualifications and experience, quality, references, any exceptions listed, and/or other factors deemed relevant in making the award. The County may make such investigation as it deems necessary to determine the ability of the responder to perform, and the contractor shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any item, any quote, or all quotes, and to re-solicit for pricing.

15. **Partial Award:** The County reserves the right to make award by item, by group of items, by any combination of items, or by lump sum award. The award will be made in the best interest of the County. Responders may restrict their offers to consideration of a lump sum award or other restriction only by so indicating on the pricing sheet or the "Exceptions to Specifications" sheet included in the request for quotes. Responders who do not restrict consideration of their offers in this manner shall be expected to accept any portion of the award. The County reserves the right to award multiple contracts for the products or services sought by this request for quotes.
16. **Payment Terms and Discounts:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the resulting contract, and both parties must agree on such deviation. Cash discounts offered will be a consideration in awarding the quote, but only if they give the County at least 15 days from receipt of invoice to pay. For taking discounts, time will be computed from the date of invoice acceptance by the County, or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
17. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See O.C.G.A. § 50-18-72 (A)(34).
18. **Trade Secrets – Internal Use:** In submitting a quote, the responder agrees that the County may reveal any trade secret materials contained in the quote to all County staff and officials involved in the selection process, and to any outside consultant or other third parties who may assist in the selection process. The responder agrees to hold harmless the County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material which the responder has designated as a trade secret.
19. **Contract Execution & Notice to Proceed:** After an award is made, and all required documents are received by the County, and the contract is fully executed with signature of both parties, the County will issue a written Notice to Proceed. The County shall not be liable for payment of any work done or any costs incurred by any responder prior to the County issuing the Notice to Proceed.
20. **Term of Contract:** The term of this agreement shall begin upon issuance of a Notice to Proceed and continue through June 30, 2023. Thereafter, this agreement may be renewed by the County for two additional one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term"), which renewal will be by letter or other written correspondence from the County to the contractor ninety (90) days prior to expiration of the Initial Term or the then-current Renewal Term. If the County fails to provide notice of renewal, this Agreement will terminate at the end of the Initial Term or the then-current Renewal Term. This agreement is subject to the multi-year contractual provisions of O.C.G.A. 36-60-13(a).
21. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.

22. **Insurance:** The contractor shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits as follows:
- a. **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - b. **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - c. **Worker's Compensation & Employer's Liability Insurance:** Workers Compensation as required by Georgia statute.

Before a contract is executed, the Certificates of Insurance for all required coverage shall be submitted. The certificate shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Unauthorized Performance:** The County will not compensate the contractor for work performed unless the work is authorized under the contract, as initially executed, or as amended.
24. **Assignment of Contract:** Assignment of any contract resulting from this request for quotes will not be authorized, except with express written authorization from the County.
25. **Indemnification:** The contractor shall indemnify and save the County and all its officers, agents, and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the contractor or other persons employed or utilized by the contractor in the performance of the contract. The contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses.
26. **Severability:** The invalidity of one or more of the phrases, sentences, clauses, or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
27. **Delivery Failures:** If the contractor fails to deliver contracted goods or services within the time specified in the contract or fails to replace rejected items in a timely manner, the County shall have authority to make open-market purchases of comparable goods or services. The County shall have the right to invoice the contractor for any excess expenses incurred or deduct such amount from monies owed the contractor. Such purchases shall be deducted from contracted quantities.

28. **Substitution of Contracted Items:** The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
29. **Inspection and Acceptance of Deliveries:** The County reserves the right to inspect all goods and products delivered. The County will decide whether to accept or reject items delivered. The inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
30. **Termination for Cause:** The County may terminate the contract for cause by sending written notice to the contractor of the contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.
31. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the contractor. In the event of termination for convenience, the County will pay the contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion.
32. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
33. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in proper venue in Fayette County, Georgia.

Checklist of Required Documents

*(Be Sure to Return This Checklist and
the Required Documents in the order listed below)*

RFQ #2060-A: Firefighter Uniforms

Company information – on the form provided

Pricing sheet

List of exceptions, if any – on the form provided

References – on form provided

Addenda, signed, if any are issued

COMPANY NAME: _____

COMPANY INFORMATION
RFQ #2060: Firefighter Uniforms

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

Email Address: _____

Phone Number: _____ Fax Number: _____

PROJECT CONTACT PERSON

Name: _____

Title: _____

Office Number: _____ Cellular Number: _____

Email Address: _____

REFERENCES
RFQ #2060-A: Firefighter Uniforms

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

COMPANY NAME: _____

SCOPE AND SPECIFICATION
RFQ #2060-A: Firefighter Uniforms

The Fayette County Fire and Emergency Services is seeking quotes for firefighter station uniform items. This is to include sewing all shoulder patches, name strip, breast patch, collar rank patches, medic level strip and any alterations that may be needed. All responders will need to show any cost adjustment for over size and tall sizes.

The awarded responder shall conduct all measurements at Fayette County Fire Headquarters 140 Stonewall Ave, Fayetteville, Ga. 30214. This will be for fitting and alterations as needed.

BASIS OF AWARD is Price-Determinative. The award for this requirement will be based on lowest responsive and responsible quote that meets all specifications. The County reserves the right to request samples from the bidder. The County may award by line item, lot, or overall lowest cost.

1. Station Wear Men's Shirt:

Men's Work Rite Short Sleeve Shirt FSC2NV.

The shirt shall have the Fayette County patch on the left sleeve sewn on 1" below the top seam. The right sleeve shall have the Fayette County patch with the medic level, EMT, AEMT, PARAMEDIC.

Over the right pocket sewn on a one-inch strip of Nomex material shall be the firefighter's rank and last name.

Over the left pocket shall be a sewn-on Fayette County badge.

Collar insignias to be placed on the collar of officer uniforms.



No Exceptions.

Anticipated quantity to be purchased 200

2. Station Wear Women's Shirt:

Women's Work Rite FSC3NV

The shirt shall have the Fayette County patch on the left sleeve sewn on 1" below the top seam. The right sleeve shall have the Fayette County patch with the medic level, EMT, AEMT, PARAMEDIC.

The shirt shall have the Fayette County patch on both sleeves sewn on 1" below the top seam.

Over the right pocket sewn on a one-inch strip of Nomex material shall be the firefighter's rank and last name.

Over the left pocket shall be a sewn-on Fayette County badge.

Collar insignias to be placed on the collar of officer uniforms.



No Exceptions.

Anticipated quantity to be purchased 30

3. Station Wear Men's Trousers:

Men's Work Rite FP52NV

No Exceptions.

Anticipated quantity to be purchased 200

4. Station Wear Women's Trousers:

Women's Work Rite FP51NV

No Exceptions.

Anticipated quantity to be purchased 30

5. T-Shirts:

SanMar 100% cotton T-shirts. Sizes from extra small to XXX Large, Tall sizes.

PC55 quantity 300

PC55T quantity 75 (Tall)

Navy Blue in color

A Fayette County Fire screened Logo shall be over the left chest area.

Anticipated quantity to be purchased 375

6. Job Shirt:

Game Sportswear 8070 Job shirt Navy Blue in color.

Fayette County patches on both sleeves 1" below the top seam.

Fayette County Fire Badge patch over left chest.

No Exceptions.

Anticipated quantity to be purchased 35.

7. Ball Cap:

Yupoong Flex fit ball cap #6580 Navy Blue in Color

Sizes: small-medium; large - X-large.

The cap shall have Fayette County Embroidered on the left side of the cap and shall have the Fire & Emergency Service emblem on the right side.



No Exceptions.

Anticipated quantity to be purchased 150

8. Jacket:

Elbeco Shield HIVIS Reversible Softshell Jacket Midnight Navy Hi Vis, SKU ELB-SH3724RV

Size X-small to 3XL.

Shoulder patches on both shoulders and Silk Screen

"FAYETTE COUNTY FIRE" on back.

No Exceptions.

Anticipated quantity to be purchased 100

PRICING SHEET
RFQ #2060-A: Firefighter Uniforms

Responder agrees to perform all the work described in the Contract documents for the following prices:

Line	Item	Color	Estimated Regular Qty.	XS- XL Regular Unit Price	Regular Extended Price	Estimated + Size	2XL Size Unit Price	2XL Size Extended Price	Estimated + Size	3XL Size Unit Price	3XL Size Extended Price	Total All Sizes	Delivery Days including embroidery
1	Station Wear Men's Shirt - Workrite Short Sleeve Shirt FSC2NV <i>per specifications</i>	Navy	200			0			0				
2	Station Wear Women's Shirt - Workrite FSC3NV <i>per specifications</i>	Navy	30			0			0				
3	Station Wear Men's Trousers - Workrite FP52NV	Navy	200			0			0				
4	Station Wear Women's Trousers - Workrite FP51NV	Navy	30			0			0				
5a	T-Shirts - SanMar 100% cotton Size XS - XXX-Large, (PC 55) <i>per specifications</i>	Navy	300			1			1				
5b	T-Shirts TALL - SanMar 100% cotton Size XS - XXX-Large, (PC 55T) <i>per specifications</i>	Navy	75			1			1				
6	Job Shirts - Game Sportwear 8070 Job shirt <i>per specifications</i>	Navy	35			1			1				
7	Ball Cap - Yupoong Flexfit #6580, Sizes Small, Medium, Large, X-Large <i>per specifications</i>	Navy	150			0			0				
8	Jacket - Elbeco Shield HIVIS Reversible Softshell, Sizes X-Small - 3XL, SKU ELB-SH3724RV <i>per specifications</i>	Midnight Navy	100			1			1				

*If you offer plus sizes not listed on pricing sheet, please list those sizes on the exceptions page.

NOTES:

1. All applicable charges shall be included in your total quoted amount, including but not limited to materials, equipment, installation, labor, and any other amounts. No additional charges will be allowed after the quote received by date.
2. All warranties shall be included in your total quoted amount.

COMPANY'S NAME _____

RFQ #2060-A: Firefighter Uniforms

Please list below any exceptions or clarifications to the specifications of this bid. Explain any exceptions in full.

[illegible]

COMPANY NAME: _____