

**Commerce Fire Department
Request for Quotes**



RECEIPT AND OPENING OF BIDS

Commerce Fire Department (Purchaser) request bid proposals for the specified Personal Protective Equipment to be received by the Purchaser no later than

Date: Monday, November 13, 2023

Time: 2:00 pm EST

Bid Opening

Time : 2:00 pm EST

Location: City Hall, 27 Sycamore St, Commerce, GA 30529

METHOD OF BIDDING

The Purchaser requests bid proposals for new Firefighter Personal Protective Equipment to include: Coat, Pants, Helmet, 2-Hoods, 2-Gloves, and Boots.

Bids must be submitted in a sealed envelope, bearing on the outside the name and address of the CONTRACTOR and the words

“RFQ 24-003 Commerce Fire Department– SEALED BID FOR PPE”

If forwarded by mail or carrier, the sealed envelope must be enclosed in another envelope addressed to:

**Commerce City Hall
c/o Finance Director
27 Sycamore Street
PO Box 348
Commerce, Georgia 30529**

If you have questions, please contact:

Christy Case, Finance Director at ccase@commercega.gov

Any references to manufacturer or brand names are for reference purposes only and are not intended to exclude products from other manufacturers.

Wording from 2022 Assistance to Firefighter Grant Program Funding Opportunity Announcement

VII. Procurement Integrity (page 38-46)

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the PDAT Field Manual and Contract Provisions Guide. Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: <https://www.fema.gov/grants/procurement>.

Below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

BID PROPOSAL FORM Commerce Fire Department

Contractor Company Name _____
 Address _____
 City, State, ZIP Code _____
 Phone Number _____ Fax Number _____

Having examined the specifications for PPE, the Contractor submits a TOTAL BID of _____ Dollars and _____ CENTS (\$_____)

For the following PPE:

ITEM	MANUFACTURER	QTY	PRICE EACH	TOTAL PRICE
COAT		7		
PANT W/SUSPENDERS		7		
HELMETS		7		
HOODS (2 per firefighter)		14		
GLOVES (2 pr per firefighter)		14		
BOOTS		7		
TOTAL BID				

DEVIATIONS TO SPECIFICATIONS

	YES	NO
Does the proposed PPE comply with the NFPA Standards referenced?		

Bidder certifies that this bid shall be good and may not be withdrawn for a period of 60 calendar days following the date of the bid opening.

Estimated delivery date from time of order: _____

Bidder understands that the Department will select the most qualified bid in the best interest of the department and may reject any and all bids.

Submitted by:

Name-Printed	
Title	
Signature	
Date	

SCOPE OF SPECIFICATIONS

General requirements for Personal Protective Equipment as well as, specification details, design and materials criteria are to provide protection to the upper and lower body, head, hands, and feet, against adverse environmental effects during structural firefighting and proximity firefighting.

1. All turnout gear will meet or exceed the following NFPA Standards, where applicable.
 - *NFPA 1971, 2018 Edition Standard on Protective Ensemble for Structural Firefighting and Proximity Firefighting*
 - *NFPA 1851, 2014 Edition Standard for Selection, Care, and Maintenance of Protective Ensembles for Structural Firefighting and Proximity Firefighting*
 - *NFPA 1992, 2017 Edition Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies*
 - *NFPA 1500, 2018 Edition Standards in Fire Department Occupational Safety and Health Protection*
 - *OSHA Rule 29, CFR 1910.1030 Final Rule on Protecting Health Care Workers from Occupational Exposure to Bloodborne Pathogens.*
2. Minor details of construction and materials where not otherwise specified are left to the discretion of the Bidder, who will be solely responsible for the design and construction of all features.
3. The PPE must be NEW AND WARRANTED. Bidder must state the brand of any item provided for evaluation by the Purchaser. Proposals submitted shall include prepaid delivery.
4. The Bidder shall provide a detailed description of the proposed PPE, a list of PPE to be furnished, and other construction and performance details to which the equipment shall conform.
5. The purchaser will evaluate all bids received based on established criteria. The purchaser will determine which features are acceptable and this determination shall be final.
6. The purchaser reserves the right to reject any and all bids.
7. Failure by the Purchaser to list the detailed specification does not preclude the contractor from compliance with the NFPA Standards listed.
8. Bidder meets all State and Federal safety standards and laws that are in effect on the date of the bid for the item(s) that are being specified and the particular use for which they are meant.
9. The bidder must assure that any bid will be good and may not be withdrawn for a period of 60 calendar days from the date of the bid opening. No bid will be considered which requires the Purchaser to deposit with the Bidder a down payment, prepayment, or any other such consideration as a condition of the bid.
10. Terms for delivery of the PPE must be clearly stated on the bid form. The Purchaser may elect to award the contract based on delivery as well as price and conformance with the specifications. Should the Bidder be unable to comply with the proposed delivery date, the Department's Purchasing Contact shall be notified immediately with the reasons for non-compliance.

COAT and PANTS

1. Standard Features
2. Color: Gold
3. Outer shell: Kombat™ Flex
4. Thermal Liner: Caldura Elite W/ Nomex Nano
5. Moisture Barrier: Stedair Gold
6. Double stitched seams, full lock stitch
7. Moisture Barrier and Thermal Liner stitched together.
8. Sealed Moisture Barrier seams
9. Easy Liner inspection System – Completely Removable (Please describe attachment/removable system)
10. Lime/Yellow Triple Trim-3M Scotchlite™ Reflective Material-5687 (lime) Comfort Trim. Heat Transfer.
11. Sizes: Coat-2-inch increments; Pants-even size waist and inseam

--COAT – SPECIFIC REQUIREMENTS

1. Contoured/Raglan Sleeves
2. Natural Bend Elbow, padded
3. Full Throat Closure
4. Designed for active movement
5. Under arm gusset
6. Drag Rescue Device
7. Hangar Loop on Collar
8. 32-inch length-measured (min) from collar seam to bottom hem at rear of coat
9. Lined shoulder Thermal Enhancement
10. Coat Closure: Zipper under Velcro® storm flap closure
11. Radio pocket with mic tab – right chest
12. Flashlight strap holder – left
13. Interior pocket sewn inside of thermal liner (9-inch X 8 inch).
14. Bellows/handwarmer pocket on left and right side at bottom of coat; reinforced liner; drain eyelets; pocket flap with Velcro® closure
15. Elbow & Sleeve cuff reinforcement: Leather
16. Liquid resistant water well sewn into sleeve
17. Nomex hand and wrist guards with thumb holes sewn to water well
18. Department name on back
19. Detachable Hanging Name Patch

--PANTS-SPECIFIC REQUIREMENTS

1. Belted pants with Suspenders
2. Padded suspenders; Black; H-back style, Lime/Yellow reflective trim
3. External fly flap
4. Take up straps
5. Contoured knee
6. Reinforced knee with Dragonhide reinforced knees silizone padded knees.
7. Reinforced cuff-Leather
8. Radial cut/ expansion/seamless crotch/ gusset
9. Reverse boot cut
10. Pocket: Cargo style expansion on Right Side and Left Side: divided, eyelet drain holes; reinforced fabric liner.
 - a. Right side-Tool Pouch
 - b. Left side-60/40 divider.
11. Zipper with vertical Velcro® storm flap closure

HELMET

The helmet must be certified to meet NFPA 1971 Specifications, current Edition for Structural Fire Fighting.

1. Traditional-Fiberglass (includes leather shield & eagle shield holder)
2. Retractable eye protection (internal visor) if available
3. Equivalent to MSA 1010
4. Quantity by Color will be defined at time of order

HOOD, Long style

1. 49% Kermel/49%Lenzing FR/2%Spandex

GLOVES

2. Wristlet style
3. Leather
4. HexArmor model 8180 or EQUIVALENT

BOOTS, STRUCTURAL

1. 14" Leather Fire Boot with pull-on straps
2. Globe Supreme 14" or EQUIVALENT.

GENERAL INFORMATION FOR BIDDERS:

- a. From the issue date of this Request for Bid (RFQ) until an award has been announced, vendors shall not communicate with any City of Commerce elected official or employee, with the exception of the name stated above or the Finance Director, concerning this RFQ or any information herein.
- b. Whenever the terms “shall”, “must”, “will”, or “is required” are used in the RFQ, the item being referred to is a mandatory requirement of this RFQ and failure to meet any mandatory requirement may be cause for rejection of the bid.
- c. All amendments and or addendums will be posted on the City of Commerce Website, www.commercega.gov and it is the bidder’s responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders.

1. QUOTATIONS

- a. The City of Commerce reserves the right to:
 - i. waive formalities and technicalities in any quotation;
 - ii. reject any and/or all quotations when in the City’s judgment;
 - iii. accept the quotation that in its judgment will be in its best interest;
 - iv. purchase from any source, in part or in whole any supplies, equipment or services;
 - v. at its option, award on individual items or on a lump sum basis;
 - vi. award this bid to the vendor who in the City’s opinion is most responsive and responsible and will perform in the best interest of the City;
 - vii. negotiate final product and final price.
 - b. Price alone will not be the determining factor in the award of this bid.
 - c. The bidder may give quotations on any one or more items and may offer alternate where indicated. No substitutes will be accepted once the order is placed.
- 2. PRICE:** Prices quoted shall include all costs and charges to include, but not limited to purchasing, packing, transporting the equipment and/or services described herein. The City of Commerce is exempt from state sales tax. All fees shall be included in the bid price. Bidders must quote based on the bid unit listed.
- 3. SAMPLES:** If samples are requested by the City of Commerce, they shall be at no charge to the City and will become property of the City, unless return is requested by the bidder in writing in their bid. Return of samples will be at the bidder’s expense.
- 4. AWARD:** This bid may be awarded to multiple vendors if it is in the best interest of the City.
- 5. SAFETY:** Material Safety Data Sheets shall be provided for all applicable items.
- 6. DELIVERY:** Delivery of all materials from this quotation must be FOB destination to the City of Commerce. Delivery shall be made within the vendor’s quoted days after receipt of order. Any item(s) not delivered within the time limit may be cancelled by City at no expense to same. No deliveries are accepted on Saturdays, Sundays or holidays. DELIVERY SHALL BE ACCOMPLISHED ON WEEKDAYS BETWEEN 8:00AM AND 3:30PM EASTERN TIME.
- 7. INSPECTION:** All merchandise and services shall be subject to inspection after arrival at destination or completion of work. In case any items are found to be defective or otherwise not in conformity with specifications or statement of work, the City has the right to reject such items and/or services and return them at the bidder’s expense.
- 8. PAYMENT:** The City of Commerce shall make payment for goods and services within thirty (30) days upon receipt, inspection and acceptance by City personnel and receipt of invoice. Payment

will be made by check.

9. FACILITIES AND EQUIPMENT: The bidder shall be responsible for the protection of the City of Commerce premises and property and will be held liable for any damages caused by the bidder, bidder's employee(s) or bidder's agent(s) during the execution of this bid, resultant purchase orders or contracts.

10. INTERPRETATION: If a bidder contemplating submitting a price quotation is in doubt as to the true meaning of any part of these documents, submit a request for interpretation to the Purchasing Agent via the contact information listed in this document. All such interpretations will be posted on the City of Commerce web page.

11. INDEMNIFICATION:

- a. The bidder does hereby indemnify and shall hold harmless the City of Commerce, it's council members, employees, agents, and servants (each of the forgoing being hereafter referred to individually as "Indemnified Party") against all claims, demands, causes of actions, actions, judgments or other liability including attorney's fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from or in connection with the Bidder's performance or failure to perform this agreement, including but not limited to:
 - i. All injuries or death to persons or damage to property, including theft.
 - ii. Bidder's failure to perform all obligations owed to the bidder's employees including any claim the bidder's employees might have or make for privilege, compensation or benefits under any HCBOE benefit plan.
 - iii. any and all sums that are due and owing to the Internal Revenue Service for withholding FICA, and unemployment or other State and Federal taxes.
- b. The bidder's obligation to indemnify any Indemnified Party will survive the expiration or termination of this agreement by either party for any reason.

12. BID SUBMITTAL REQUIREMENTS: Each Bid shall be submitted to the Purchasing Office and shall include the following documents:

- a. A Signed copy of this RFQ,
 - i. Original signature of an agent authorized to bind the company;
 - ii. Contact information
- b. Company W-9 Form
- c. Execution of Proposal
- d. Addenda Acknowledgement, if required
- e. Georgia Security and Immigration Compliance Act Affidavit
- f. Non-Collusion Affidavit
- g. Contractor Firm Certification Statement
- h. Pricing & specification for requested PPE, as well as any recommended alternatives.

13. BID RECAP:

- A. A bid summary shall be published on the City of Commerce Website
- B. A bid summary is available to all other requesters at no charge if requested within thirty days of bid award.
- C. After thirty days of bid award, bid documents are available under the Georgia Open Records Act. A written request must be made to the City of Commerce

Required Forms for Submission



EXECUTION OF PROPOSAL

DATE: _____

The potential contractor certifies the following by placing an "X" in all blank spaces:

- ___ That this proposal was signed by an authorized representative of the company.
- ___ That the potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- ___ That all labor costs associated with this project have been determined, including all direct and indirect costs.
- ___ That the potential Contractor agrees to the conditions as set forth in this Request for Proposal with no exceptions.

Therefore, in compliance with the foregoing Request for Quote, and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices quoted within the timeframe required.

Business Contact Representative

Operational Contact Representative

Vendor's Name Federal ID #

Address

Phone Fax

Email

Authorized Signature Date

Printed Name & Title



ADDENDA ACKNOWLEDGEMENT

The vendor has examined and carefully studied the Request for Quotes and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No. _____
Addendum No _____
Addendum No. _____
Addendum No. _____

Authorized Representative/Title
(Print or Type)

Authorized Representative
(Signature)

(Date)

Vendors must acknowledge any issued addenda. Proposals which fail to acknowledge the vendor's receipt of any addendum will result in the rejection of the offer if the addendum contained information which substantively changes the Owner's requirements.



NON-COLLUSION AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF _____

COUNTY OF _____

Owner, Partner or Officer of Firm

Company Name, Address, City and State

being of lawful age, being first duly sworn, on oath says that he/she is the agent authorized by the bidder to submit the attached bid. The affiant further states as bidder, that they have not been a party to any collusion among bidders in restraint of competition by agreement to bid at a fixed price or to refrain from bidding. Affiant also states as bidder, that they have not been a party to any collusion with any officer of the City of Commerce or any of their employees as to quantity, quality or price in the prospective contract; and that discussions have not taken place between bidders and any office of the City of Commerce or any of their employees concerning exchange of money or other things of value for special consideration in submitting a sealed bid for:

Firm Name

Signature

Title

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public



CONTRACTOR FIRM CERTIFICATION STATEMENT

- I (we) certify that the information contained herein is true and correct to the best of my (our) knowledge, and that the person submitting the RFQ on behalf of the proposer has the authority to submit this RFQ and make all representations contained herein.
- I (we) understand that the inclusion of false information may result in rejection of the bid submitted in response to this RFQ.
- The undersigned, as Bidder hereby declares that the only persons interested in this Bid are named herein, that no other person has any interest in this Bid or in the Contract Documents to which this Bid pertains, that this Bid is made without connection or arrangement with any other person and that this Bid is in every respect fair and is submitted in good faith and without collusion or fraud.
- The Bidder further declares that he has satisfied himself fully relating to all matters and conditions with respect to the work to which this Bid pertains.
- The bidder proposes and agrees, if this Bid should be accepted, to execute, without modification, all Contract Documents and deliver all required bonds immediately.
- All in full and complete accordance with all terms and conditions set forth in and covered by the Contract Documents.

Contractor's Signature: _____

Date: _____