ROCKDALE COUNTY, GEORGIA

March 12, 2025

FIRE PROTECTIVE CLOTHING

INVITATION TO BID
No. 25-01

ROCKDALE COUNTY FINANCE DEPARTMENT
PROCUREMENT DIVISION
958 MILSTEAD AVENUE
CONYERS, GA 30012
770-278-7552

INTRODUCTION:

This is an Invitation to Bid (ITB) for the purchase of **Fire Protective Clothing** in Rockdale County. Instructions for preparation and submission of a bid are contained in this packet. Bids must be typed or printed in ink.

Rockdale County provides equal opportunity for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, and handicap, or veterans' status. This policy ensures all segments of the business community have access to supplying the goods and services needed by Rockdale County.

PURCHASING CONTACT FOR THIS REQUEST:

All questions concerning this ITB and all questions arising subsequent to award are to be addressed to the Purchasing Division via email to Adrienne Brown, at Adrienne.m.brown@rockdalecountyga.gov.

Rockdale County Finance Department
Purchasing Division
Attn: Adrienne Brown
958 Milstead Avenue
Conyers, GA 30012
Phone: (770) 278-7557
E-mail: Adrienne.m.brown@rockdalecountyga.gov

To maintain a "level playing field", and to assure that all bidders receive the same information, bidders are requested **NOT** to contact anyone other than the contact above until after the award of the contract. Doing so could result in disqualification of the bidder.

BID COPIES FOR EVALUATION:

Two (2) hard copies, one (1) original hard copy, and one (1) USB Flash Drive in Adobe PDF format will be required for review purposes. *(Original must be clearly marked "Original" and the Copies clearly marked "Copies.")*. Flash Drives that are blank or have incorrect information on them will not be acceptable and may be justification for disqualification. Check your Flash Drive(s) to ensure that they have the appropriate material on it before submitting.

All bid materials must be completed and enclosed in a sealed envelope prior to submittal. The ITB number must be clearly written on the outside of the envelope. **Incomplete, incorrect, unsealed, unmarked, or improperly submitted bids may be rejected.**

CONTRACT TERM:

The Contract Term will be one (1) year with the option to renew three (3) additional one (1) year terms, unless cancelled in writing 30 days before the end of the current term by either party.

Because this contract contains three (3) renewal periods and the price of materials is subject to change from year to year, it is appropriate to allow the Contractor to offer price increases prior to the renewal of the contract for the following year. Therefore, 90 days prior to the end of the contract, the Contractor will advise the County in writing of their desire to renew the contract and will provide the County with an updated price list (this should be the same price list from the original bid with any necessary additions that became evident during the previous year's operations). The County will review the price increases and if necessary, negotiate with the Contractor to finalize pricing. Once both parties have agreed to the contract extension pricing, the County will prepare an Amendment to the original contract outlining the extension period, the new pricing that has been approved by both parties, and any other changes to the contract that become necessary to improve the operational effectiveness of the Agreement.

ESCALATION CLAUSE:
During the life of the contract, if the successful bidder requests a price increase, the successful bidder shall furnish price lists to the County for his/her increases and those of his/her supplier (e.g., factory) increases, as and if prices are changed. Also furnish a list of his/her supplier's (e.g., factory) prices that had been in effect during bidder's earlier prices; so that County can see the difference. Price change will be in effect only after receipt and approval of one copy of these price lists, (or catalogs), by the Rockdale County Purchasing Department. Price lists and changes thereto are to be furnished under the contract and without charge to the County. Catalogue(s) or Price List(s) are to be submitted to Purchasing Department, P.O. Box 289, Conyers, GA 30012. All price increases will require Board of Commissioners approval as a change order to the contract.

DUE DATE:
Sealed bids will be received at the Rockdale County Finance Department, Procurement Division, 958 Milstead Avenue, Conyers, GA 30012 no later than **2:00 P.M., local time, Thursday, April 10, 2025**. Bids received after this time will not be accepted. Bidders are not required to attend bid opening.

PRE-BID CONFERENCE:
There will be a **Non-Mandatory** Pre-Bid Conference held via **TEAMS Meeting, at 9:30 a.m., local time, Monday, March 31, 2025**. Any questions and/or misunderstandings that may arise from this ITB may be asked and answered at the pre-bid conference; however, oral responses are not authoritative. Bidders are encouraged to review the ITB before attending the pre-bid conference. Questions received after the pre-bid conference must be submitted in writing to Adrienne.m.brown@rockdalecountyga.gov.

QUESTIONS AND CLARIFICATIONS:
All questions and/or requests for clarifications concerning this ITB must be submitted to the Purchasing Division via email to adrienne.m.brown@rockdalecountyga.gov or at the above address no later than **2:00 p.m., local time, on Thursday, April 3, 2025**. It shall be the Bidders responsibility to seek clarification as early as possible prior to the due date and time. Written responses from the County to the questions it receives will be in an addendum and posted to the County's website at **www.rockdalecountyga.gov**, under Bid Opportunities. Questions or requests for clarifications received after this deadline will not receive a response.

ADDENDA:
Answers to questions submitted that materially change the conditions and specifications of this ITB will be issued in an addendum and posted to the County's website at www.rockdalecountyga.gov under Bid Opportunities. Any discussions or documents will be considered non-binding unless incorporated and issued in an addendum.

It is the bidder's responsibility to check the Rockdale County website at www.rockdalecountyga.gov, under Bid Opportunities for any addenda that may be issued, prior to submitting a bid for this ITB.

WARRANTY AND / OR GUARANTY:
The bidder will state below or will furnish a separate letter attachment which fully explains the condition of Warranty and/or Guaranty. If no Warranty and/or Guaranty is applicable, it must be so stated. NOTE: Failure to respond to the requirement of this paragraph may result in the bid being non-responsive.

_____

_____

FOREIGN PRODUCTS:

Rockdale County prefers to buy items produced and/or manufactured in the United States of America; however, foreign products may be considered provided it is so stated. Bidder certifies that item(s) offered on this bid is/are manufactured/produced in the United States.

Yes _____ No _____

If "No" state place: _____

_____

DELIVERY

Delivery is required within **30** calendar days after receipt of individual orders. However, alternate delivery time will be considered provided it is so stated.

_____

(Bidder state number of days for delivery)

All prices are to be firm, **F.O.B. Destination, Freight Prepaid and Allowed**.

Delivery must be made between 8:30 A.M. and 4:30 P.M. Monday through Friday, unless otherwise requested.

DELIVERY F.O.B.: The successful bidder shall give a 24-hour prior notice of delivery to Division calling in the order; and **must ask for caller's Purchase Order Number (or Release Number) at that time**, when giving such prior Notice.

NOTE: **F.O.B. POINT**: Unless otherwise stated in the invitation and any resulting contract, or qualified by the bidder, all articles will be F.O.B. Destination, Freight Prepaid and Allowed. This shall include delivered, unloaded, and placed in designated place. Successful bidder must comply with this paragraph.

F.O.B. LOCATION: Rockdale County Fire Rescue
1496 Rockbridge Rd. NW
Conyers, Georgia 30012
Telephone: (770) 278-8401

EXCHANGES

Due to changes within the department and the change in sizes of existing employees, the successful proposer must exchange clothing (which has not been worn) for another size.

SAMPLES

Samples must be submitted to Fire Chief Robinson, **prior to the Proposals being submitted**, for bid review. Samples must be sent to Rockdale County Fire Rescue Headquarters, located at 1496 Rockbridge Rd. NW, Conyers, GA 30012.

Because of the importance of the fit, cut, style, air space, flexibility, garment coverage of the body while in different positions, and comfort to the user, a sample of the following items is **required** from each proposer: Helmet, boots, jacket, and trouser with a class 2 internal harness constructed to the specifications being submitted from each manufacturer.

The sample will be sized to fit a Rockdale County Firefighter and must be measured so the fit and sizing comparisons will be equal for all venders. The samples provided to Rockdale County Fire Rescue for evaluation will be **free of charge / no cost** to Rockdale County. The samples provided may be worn in live fire and other emergency simulations during the testing and review of the proposals. Please contact Fire Chief Jimmy Robinson at (770) 278-8427 to set up an appointment to take the measurements.

SIZING BY VENDOR

The vendor shall be responsible for assisting Rockdale County Fire Rescue with measuring firefighters. A minimum of three (3) visits to measure all shifts plus an additional make-up day shall be required. Sizing samples in addition to a tape measure shall be used in the measuring process to ensure the best fit possible.

QUALIFICATIONS OF OFFERORS:

Bidders must have a current business license from their home office jurisdiction and provide a copy of that license with the submittal of their bid response. Rockdale County vendors doing business in Rockdale County must have a current Rockdale County Business License.

Bids from any offeror that is in default on the payment of any taxes, license fees, or other monies due to Rockdale County will not be accepted.

Bidders are to submit at least **three (3) references** from projects with similar experience using the materials and process in this Invitation to Bid.

DEBRIEFINGS:

In lieu of Post-Award debriefings, Rockdale County will provide the final evaluation Score Sheet. The Score Sheet will include the scores for all firms who responded and will typically be provided with a PDF file and e-mailed.

SILIENCE OF SPECIFICATIONS

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with County interpretation to prevail.

OPTION TO AUDIT

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the County if officially requested, to be audited by a designated County auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted, and compensation made by either party to correct charges.

TORT IMMUNITY:

No officer, employee, or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

SUBMITTAL COST AND CONFIDENTIALITY

Careful consideration should be given before submitting confidential information to Rockdale County. The Georgia Open Records Act permits public scrutiny of most materials collected as part of this process. Please clearly mark any information that is considered a trade secret, as defined by the Georgia Trade Secrets Act of 1990, O.C.G.A. §10-1-760 et seq., as trade secrets are exempt from disclosure under the Open Records Act. Rockdale County does not guarantee the confidentiality of any information not clearly marked as a trade secret.

OPEN RECORDS
The contents of the bids will not be made public until after an award and contract has been executed.

AWARD OF CONTRACT:
The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Procurement Office and/or Evaluation Committee. Rockdale County reserves the right to make no awards, multiple awards, one award for all items; or whatever the County deems to be in its best interest.

QUANTITIES:
The quantities listed in the Bidders Response Schedule are provided as an estimate for bid purposes. The County will not be obligated to quantities beyond actual needs.

SELECTION PROCESS:
The Rockdale County Procurement Office and/or Evaluation Committee make a recommendation for award. The Board of Commissioners will make the actual award of the contract and has the authority to award the contract to a company different than the company recommended by the Purchasing Department and/or Evaluation Committee.

This is a past performance/quality/price trade-off source selection in which competing offeror's past and present performance history and product quality will be evaluated on a basis approximately equal to price. Award will be made to the responsible offeror whose bid represents the best value after evaluation in accordance with the factors listed below. Rockdale County Board of Commissioners may reject any or all bids if such action is in the county's interest.

Rockdale County may evaluate bids and award a contract without discussions with offerors. Therefore, the offeror's initial bid should contain the offeror's best terms from a price and technical standpoint. The County reserves the right to conduct discussions if the County later determines them to be necessary.

LOCAL VENDOR PREFERENCE POLICY
The Rockdale County Board of Commissioners adopted a Local Vendor Preference Policy on March 26, 2013. The policy will apply to all qualified Invitations to Bid and Request for Proposals after May 1, 2013. The Local Vendor Preference Policy allows Rockdale County vendors to get an extra 5 points on the evaluation criteria scoring for Request for Proposal. The Policy will give the local bidder the opportunity to match the price of a non-local vendor's bid price if they are low and within 5% of the low bidder's price on Invitations to Bid. A copy of the Policy may be downloaded from the County website at www.rockdalecountyga.gov, Bid Opportunities. Local vendors interested in being considered for the Local Vendor Preference must submit an Affidavit of Eligibility with their bid response. The form is attached to these bid documents.
The Local Vendor Preference Policy: will ✓/ will not ____ - apply to this ITB.

EQUAL BUSINESS OPPORTUNITY POLICY:
This ITB qualifies for Rockdale County Government EBO program. For questions regarding the EBO program, please contact Tina Malone at tina.malone@rockdalecountyga.gov or 770-278-7552.

INSURANCE:
Before starting any work, the successful contractor must furnish to Rockdale County certificate(s) of insurance from companies doing business in Georgia. The Company shall maintain in full force and effect the following insurance during the term of the Agreement:

Coverages:	Limits of Liability:
Workers' Compensation	Statutory
Employers' Liability	$1,000,000.00
Bodily Injury Liability	$1,000,000.00 each occurrence
except Automobile	$1,000,000.00 aggregate
Property Damage Liability	$1,000,000.00 each occurrence
except Automobile	$1,000,000.00 aggregate
Personal & Advertising Injury Limit	$1,000,000.00
Products / Completed Ops.	$2,000,000.00 aggregate
Automobile Bodily Injury	$1,000,000.00 each person
Liability	$1,000,000.00 each occurrence
Automobile Property Damage Liability	$1,000,000.00 each occurrence
General Liability	$1,000,000.00

All insurance shall be provided by an insurer(s) acceptable to the County and shall provide for thirty (30) days prior notice of cancellation to the County. Upon contract award, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.

Rockdale, GA shall be named as Additional Insured under any General Liability, Business Auto and Umbrella Policies using ISO Additional Insured Endorsement forms CG 2010 or its equivalent. Coverage shall apply as Primary and non-contributory with Waiver of Subrogation in favor of Rockdale County, Georgia.

The insurance carrier must have a minimum rating of A or higher as determined by the rating firm A.M. Best.

Certificates must contain policy number, policy limits, and policy expiration date of all policies. The Invitation to Bid (ITB) number and project name must be inserted in the Description of Operations section of the certificate.

Certificates are to be issued to:
Rockdale County, Georgia
958 Milstead Avenue
Conyers, GA 30012

GENERAL INFORMATION:

RECEIPT OF BID:
No bids received after said time or at any place other than the time and place as stated in the notice shall be considered. No responsibility shall attach to Rockdale County for the premature opening of a bid not properly addressed and identified.

WITHDRAWAL OF BID:
A bidder may withdraw his bid before the bid due date, without prejudice to the bidder, by submitting a written request of withdrawal to the Rockdale County Procurement Office.

REJECTION OF BID:
Rockdale County may reject any and all bids and must reject a bid of any party who has been delinquent or unfaithful in any formal contract with Rockdale County. Also, the right is reserved to waive any irregularities or informalities in any bid in the proposing procedure. Rockdale County shall be the sole judge as to which bid is best, and in ascertaining this, will take into consideration the business integrity, financial resources, facilities for performing the work, and experience in similar operations of the various bidders.

STATEMENT OF EXPERIENCE AND QUALIFICATIONS:
The bidder may be required, upon request, to prove to the satisfaction of Rockdale County that he/she has the skill, experience, necessary facilities, and ample financial resources to perform the contract(s) in a satisfactory manner and within the required time. If the available evidence of competency of any bidder is not satisfactory, the bid of such bidder may be rejected. The successful bidder is required to comply with and abide by all applicable federal and state laws in effect at the time the contract is awarded.

NON-COLLUSION AFFIDAVIT:
By submitting a bid, the bidder represents and warrants that such bid is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, that the bidder has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from proposing and that the bidder has not in any manner sought by collusion to secure to that bidder any advantage over any other bidder.

INTEREST OF:
By submitting a bid, the bidder represents and warrants that a Commissioner, Administrator, employee, nor any other person employed by Rockdale County has, in any manner, an interest, directly or indirectly, in the bid or in the contract which may be made under it, or in any expected profits to arise therefrom.

DOCUMENTS DEEMED PART OF THE CONTRACT:
The notice, invitation to bidders, general conditions, and instructions for bidders, special conditions, specifications, bid, and addenda, if any, will be deemed part of the contract.

GOVERNING LAWS:
This contract is made under and shall be governed and construed in accordance with the laws of the State of Georgia.

ERRORS AND OMISSIONS:
The vendor shall not take advantage of any errors or omissions in this Bid Request and shall promptly notify Rockdale County of any omissions or errors found in this document.

STANDARD INSTRUCTIONS:

1. The instructions contained herein shall be construed as a part of any bid invitation and/or specifications issued by Rockdale County and must be followed by each bidder.

2. The written specifications contained in this bid shall not be changed or superseded except by written addendum from Rockdale County. Failure to comply with the written specifications for this bid may result in disqualification by Rockdale County.

3. All goods and materials shall be F.O.B. Destination Conyers, Georgia and no freight or postage charges will be paid by Rockdale County unless such charges are included in the bid price.

4. The following **ITB# 25-01** must be written clearly on the outside of each bid envelope in order to avoid prior opening in error.

5. All bids must be received and in-hand at bid due date and time. Each bidder assumes the responsibility for having his/her bid received at the designated time and place of bid due date. Bids received after the stated time and date may be subject to rejection without consideration, regardless of postmark. Rockdale County accepts no responsibility for mail delivery.

6. Unless otherwise stated, all bids submitted shall be valid and may not be withdrawn for a period of 120 days from the due date.

7. Each bid form submitted must include the name of the business, mailing address, the name, title and signature of the person submitting the bid. When submitting a bid to Rockdale County the first page of your bid package should be the bid form listing the price, delivery date, etc., unless the bid form is requested to be in a separate envelope.

8. Rockdale County reserves the right to accept a bid that is not the lowest price if, in the County's judgment, such bid is in the best interest of the County and the public. The County reserves the right to reject any and all bids.

9. Telephone, Emailed or Facsimile bids will not be accepted.

10. No sales tax will be charged on any orders except for contracts that include construction materials being purchased through a third party.

    Federal I.D. #58-6000882
    Sales Tax Exempt #308750008

11. If applicable, completed questionnaires must be signed manually. Rockdale County reserves the right to accept or reject any bid on the basis of incomplete or inaccurate answers to the questionnaire.

12. If applicable, warranty information shall be provided.

13. Bidders shall state delivery time after receiving order.

14. Bidders shall identify any subcontractors and include an explanation of the service or product that they may provide.

BID SPECIFICATIONS:

The specifications are as follows and on the attached pages.

GENERAL:

Purchase Price shall include delivery, F.O.B. Rockdale County, Conyers, GA 30012.

Include any brochures and specifications that pertain to the items that you are proposing.

List any options and the cost for the options separately.

Warranty information must be provided with the submittal of proposal.

Proposer is required to furnish literature describing in detail the item(s) being offered, with their proposal. Failure to furnish this literature may result in the proposal being unconsidered.

NOTES TO SUPPLIERS:

- **NOTE 1:** This RFP Package is for:
  Protective Jacket and Pants for Structural Firefighting
  Structural Firefighting Pull-On Boots
  Structural Firefighting Helmets

- **NOTE 2:** The protective equipment components are listed and specified separately.

- **NOTE 3:** Vendors are to return proposals as separate proposals for each item category.

- **NOTE 4:** In addition to the separate bid proposal, vendors may also offer all PPE categories as a package.

- **NOTE 5:** Vendors may bid on any one or all the categories and are not required to bid on the entire proposal.

- **NOTE 6:** Rockdale County reserves the right to make no awards or multiple awards, for one, some, or all the items listed.

- **NOTE 7:** Refer to the “Samples” section listed on page 4 of this RFP.

- **NOTE 8:** Sizing – The successful proposer shall conduct multiple on-site visits to individually size & document Rockdale County Fire Rescue Personnel by utilizing sizing garments.

TECHNICAL:

The attached specifications that are listed are “desired” specifications based on the current product knowledge of Rockdale County. The purpose of this Proposal is to review and evaluate other similar alternatives that could meet the County’s needs. Any reference to a particular vendor or their product specifications is for descriptive purposes only and will not alter the competitiveness of this Proposal Request.

MINIMUM SPECIFICATIONS:
PROTECTIVE JACKET AND PANTS FOR STRUCTURAL FIRE FIGHTING

IMPORTANT - EXCEPTIONS TO SPECIFICATIONS:
ALL exceptions to the specifications must be clearly stated for each heading. Use additional pages for exceptions, if necessary.

SCOPE OF WORK & SPECIFICATIONS:
This specification details design and materials criteria to afford protection to the upper and lower body, excluding head, hands, feet, against adverse environmental effects during structural firefighting. All materials and construction will meet or exceed the current NFPA Standard #1971 and OSHA for structural fire fighters protective clothing.

_____Comply _____Exception

SIZING:
In order to ensure that every member of the department can safely perform to the maximum of their ability without extra bulk and without restriction, Jackets and Pants shall be available in all sizes and dimensions as follows:

Pants:

Gender:	Gender specific Men's and Women's patterns
Waist:	Even sizes
Body Shape:	Relaxed Fit for internal harness "ready" trouser
Inseam:	Even sizes

Jackets:

Gender:	Gender specific Men's and Women's patterns will be available.
Chest:	Even sizes
Back Length:	Men's 29", 32", 35", 40" Women's 26", 29"
Body Shape:	Straight and Tapered Note: The straight cut offers more fullness at the hips (i.e. jacket sweep) and is recommended when an IH Ready trouser is being specified.
Sleeve:	1" increments

Jackets and Pants available in only one standard shape will not be acceptable.

_____Comply _____Exception

OUTER SHELL MATERIAL - JACKETS AND PANTS:
The outer shell shall be constructed of TENCATE **"Pioneer ™"** Kevlar®/Nomex® blend material with an approximate weight of 6.6 oz. per square yard in a Twill weave. The shell material must be treated with **SST™ (SUPER SHELLTITE)** which is a durable water-repellent finish that also enhances abrasion resistance. The color of the garments shall be khaki. **Proposals offering this shell material without the SST™ will not be considered.**

____Comply _____Exception

THERMAL INSULATING LINER - JACKET AND PANTS:

The thermal liner shall be constructed of 7.6 oz. per square yard TENCATE **"CALDURA® SL2i"**; one layer of 1.5 oz. and one layer of 2.3 oz. per square yard Nomex® E-89™ spunlaced Nomex®/Kevlar® aramid blend, quilt stitched to a Kevlar® filament and FR rayon/para-aramid/nylon inherently wicking Caldura® face cloth. An approximate 7-inch by 9-inch pocket, constructed of self-material and lined with moisture barrier material, shall be affixed to the inside of the jacket thermal liner on the left side by means of a single needle stitch. The thermal liner shall be attached to the moisture barrier and bound together by bias-cut neoprene coated cotton/polyester around the perimeter. This provides superior abrasion resistance to the less expensive, less durable, "stitch and turn" method. Further mention of "Thermal Liner" in this specification shall refer to this section.

_____Comply _____Exception

MOISTURE BARRIER - JACKETS AND PANTS:

The moisture barrier material shall be W.L.GORE **"GORE™ RT7100 Type 3D"** moisture barrier which shall be GORE PTFE on a non-woven Nomex® substrate with an approximate weight of 4.6 oz. per square yard. The GORE PTFE Type 3D moisture barrier product incorporates GORE PTFE technology, with enhanced bicomponent technology and shall be laminated to a non-woven substrate. This alternative product is intended as a thermally stable alternative to NFPA compliant polyurethane-based moisture barriers. The moisture barrier shall be sewn to the thermal liner at the edges only and bound with bias-cut neoprene-coated cotton/polyester binding. Further mention of "Specified Moisture Barrier" in this specification shall refer to this section.

_____Comply _____Exception

SEALED MOISTURE BARRIER SEAMS:

All moisture barrier seams shall be sealed with a minimum of 1-inch-wide sealing tape. One side of the tape shall be coated with a heat activated glue adhesive. The adhesive side of the tape shall be oriented toward the moisture barrier seam. The adhesive shall be activated by heat and the sealing tape shall be applied to the moisture barrier seams by means of pressure exerted by rollers for that purpose.

_____Comply _____Exception

METHOD OF THERMAL LINER/MOISTURE BARRIER ATTACHMENT FOR JACKETS AND PANTS:

The thermal liner and moisture barrier shall be completely removable from the jacket shell. A total of six snap fasteners shall secure the thermal liner/moisture barrier to the outer shell along the length of the neckline under the topmost collar. The topmost collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. Corresponding snaps shall be installed through a moisture barrier leader measuring an approximate height of 1.75 – 2 inches and shall not penetrate through to the outer shell on the backside of the collar. The remainder of the thermal liner/moisture barrier shall be secured with snap fasteners appropriately spaced on each jacket facing and Ara-Shield® snap fasteners at each sleeve end. There shall be one Ara-shield® snap tab at the liner sleeve end which shall be colored to correspond with color coded snap tabs on the shell sleeve end for ease of matching the liner system to the outer shell after inspection or cleaning is completed.

The thermal liner and moisture barrier shall be completely removable from the pant shell. Nine snap fasteners shall be spaced along the waistband to secure the thermal liner to the shell. The legs of the thermal liner/moisture barrier shall be secured to the shell by means of Ara-Shield® snap fasteners, 2 per leg. The Ara-shield® snap tabs on the shell shall be color coded to corresponding color coded snap tabs in the liner for ease of matching the liner system to the outer shell after inspection or cleaning is completed. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

THERMAL PROTECTIVE PERFORMANCE:
The assembled garment, consisting of an outer shell, moisture barrier and thermal liner, shall exhibit a TPP (Thermal Protective Performance) rating of not less than 35.

_____Comply _____Exception

STITCHING:
The outer shell shall be assembled using stitch type #301, #401, #514 and #516. The thermal liners and moisture barriers shall be assembled using stitch type #301, #401, #504, #514, and #516. Major A outer shell structural seams and major B structural liner seams shall have a minimum of 8 to 10 stitches per inch. All major A seams shall be sewn with ball point needles only. All seams shall be continuously stitched only.

_____Comply _____Exception

JACKET CONSTRUCTION:

BODY:
The body of the shell and liner system shall be constructed of three separate panels consisting of two front panels and one back panel. The body panels shall be shaped to provide a tailored fit thereby enhancing body movement and shall be joined together by double stitching with Nomex® thread. One-piece outer shells shall not be acceptable.

_____Comply _____Exception

BACK:
The jacket's outer shell shall include inverted pleats to afford enhanced mobility and freedom of movement in addition to that provided by the sleeves. The outer shell shall have two inverted pleats (one on each side) installed on either side of the back panel. The inverted pleats shall begin at the top of each shoulder and extend vertically down the sides of the jacket to the hem. Maximum expansion of the pleats shall occur at the shoulder area and taper toward the hem. Pleats that do not extend to the hem will not be considered, since they do not provide a true AXTION® back.

The moisture barrier and thermal liner layers shall be designed with darts corresponding to the added length in the shell provided by the back pleats. The darts are positioned at the shoulder blades, outside of the SCBA straps and work together with the corresponding outer shell pleats in the back, providing maximum expansion. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

_____Comply _____Exception

DRAG RESCUE DEVICE (DRD):
A Firefighter Drag Rescue Device shall be installed in each jacket. The ends of a 1½ inch wide strap, constructed of black Kevlar® with a red Nomex® center stripe, will be sewn together to form a continuous loop. The strap will be installed in the jacket between the liner system and outer shell such that when properly installed will loop around each arm. The strap will be accessed through a portal between the shoulders on the upper back where it is secured in place by an FR Velcro® strap. The access port will be covered by an outside flap of shell material, with beveled corners designed to fit between the shoulder straps of an SCBA. The flap will have a NFPA-compliant 3M Scotchlite™ reflective logo patch sewn to the outside to clearly identify the feature as the DRD (Drag Rescue Device). The DRD shall not extend beyond the outside flap. This device provides a quickly deployed means of rescuing a downed firefighter. Flimsy, rope-style DRD straps will not be considered.

_____Comply _____Exception

LINER ACCESS OPENING (JACKET):
The liner system of the jacket shall incorporate an opening at each of the leading edges of the left and right front panels. This opening shall run a minimum of 12 inches along the perimeters for the purpose of inspecting the integrity of the jacket liner system. When installed into the outer shell the Liner Access Opening will be covered and protected by the overlap of the outer shell facing.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM:
The retroreflective fluorescent trim shall be lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Each jacket shall have an adequate amount of retroreflective fluorescent trim affixed to the outside of the outer shell to meet the requirements of NFPA 1971 and OSHA.

The trim shall be in the following widths and shall be **NFPA Basic 3 style**: 3-inch-wide stripes - around each sleeve below the elbow, around the bottom of the jacket within approximately 1 inch of the hem and around the back and chest area approximately 3 inches below the armpit.

_____Comply _____Exception

REINFORCED TRIM STITCHING:
All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch. This strip of 3/32-inch strong, durable, flame-resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of this shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance

_____Comply _____Exception

SEWN ON RETROREFLECTIVE LETTERING:
Each jacket shall have 3" lime/yellow 3M Scotchlite™ lettering on Row A reading: ROCKDALE

_____Comply _____Exception

LETTER PATCH:

HANGING LETTER PATCH:
The hanging letter patch shall be constructed of a double layer of outer shell material. The letter patch will attach to the rear inside hem of the jacket with a combination of snap fasteners and FR Velcro® hook & loop fastener tape. 3" letters for firefighter's first initial and last name will be sewn on.

_____Comply _____Exception

COLLAR & FREE HANGING THROAT TAB:

The collar shall consist of a minimum four-layer construction and be of one-piece design. There shall be two layers of specified moisture barrier material sandwiched in between two layers of outer shell fabric (see Moisture Barrier section). The forward inside ply of moisture barrier shall be sewn to the inside of the collar along the edges only. The multi-layered configuration shall provide protection from water and other hazardous elements, while maintaining thermal protection. The collar shall be a minimum of 3 inches high and graded to chest size. The leading edges of the collar shall extend up evenly from the leading edges of the jacket front body panels so that no gap occurs at the throat area. The collar back layers of outer shell and moisture barrier shall be joined to the body panels with a minimum of two rows of stitching. The collar front layers of outer shell and moisture barrier fabric shall have a series of 6 snap fasteners spaced equidistant to minimize gaps on lower edge of the collar. The topmost collar shall be turned under and finished such that the snaps on the collar will not be able to contact the wearer's skin. There shall be 6 corresponding snap fasteners on a moisture barrier leader, which is sewn to the thermal liner system to engage the snaps on the collar. The snaps on the thermal liner system leader will be installed such that they do not penetrate from the outer shell through to the inner layers. This moisture barrier leader on the thermal liner system shall be sandwiched between the underside of the top collar shell fabric and moisture barrier material and the bottom collar shell fabric and moisture barrier material to reduce the possibility of liner detachment while donning and doffing.

The throat tab shall be a scoop type design and constructed of two plies of outer shell material with two center plies of moisture barrier material. The throat tab shall measure not less than 3-inches wide at the center tapering to 2-inches at each end with a total length of approximately 9-inches. The throat tab will be attached to the right side of the collar by a 1-inch wide by 1-inch-long piece of Nomex® twill webbing. The throat tab shall be secured in the closed and stowed position with FR Velcro® hook and loop fastener tape. The FR Velcro® hook and loop fastener tape shall be oriented to prevent exposure to the environment when the throat tab is in the closed position. Two 1½-inch by 3-inch pieces of FR Velcro® loop fastener tape shall be sewn vertically to the inside of each end of the throat tab. Corresponding pieces of FR Velcro® hook fastener tape measuring 1-inch by 3-inches shall be sewn horizontally to the leading outside edge of the collar on each side, for attachment and adjustment when in the closed position and wearing a breathing apparatus mask. In order to provide a means of storage for the throat tab when not in use, a 1-inch by 3-inch piece of FR Velcro® hook fastener tape shall be sewn horizontally to the inside of the throat tab immediately under the 1½-inch by 3-inch pieces of FR Velcro® loop fastener tape. The collar closure strap shall fold in half for storage with the FR Velcro® loop fastener tape engaging the FR Velcro® hook fastener tape.

A hanger loop constructed of a double layer of outer shell material shall be sewn to the top of the collar at the center.

_____Comply _____Exception

JACKET FRONT:

The jacket shall incorporate separate facings to ensure there is no interruption in thermal or moisture protection in the front closure area. The facings shall measure approximately 2½ inches wide, extend from collar to hem, and be double stitched to the underside of the outer shell at the leading edges of the front body panels. A breathable moisture barrier material shall be sewn to the jacket facings and configured such that it is sandwiched between the jacket facing and the inside of the respective body panel. The breathable film side shall face inward to protect it. There shall be wicking barrier constructed of Crosstech® 2F moisture barrier material installed on the front closure system on the left and right side directly below the front facings to ensure continuous protection and overlap. The wicking barrier shall extend no more than a maximum of ¾" beyond the inner facing and false facing shall be unacceptable. The thermal liner and moisture barrier assembly shall be attached to the jacket facings by means of snap fasteners.

_____Comply _____Exception

STORM FLAP:
A rectangular storm flap measuring approximately 3 inches wide and a minimum of 23 inches long (based on a 32" jacket) shall be centered over the left and right body panels to ensure there is no interruption in thermal or moisture protection in the front of the jacket. The outside storm flap shall be constructed of two plies of outer shell material with a center ply of breathable moisture barrier material. The outside storm flap shall be double stitched to the right-side body panel and shall be reinforced at the top and bottom with bartacks.

_____Comply _____Exception

STORM FLAP AND JACKET FRONT CLOSURE SYSTEM:
The jacket shall be closed by means of a 22-inch size #10 heavy duty high-temp smooth-gliding YKK Vislon® zipper on the jacket fronts and FR Velcro® fastener tape on the storm flap. The teeth of the zipper shall be mounted on black Nomex® tape and shall be sewn into the respective jacket fronts. The storm flap shall close over the left and right jacket body panels and shall be secured with FR Velcro® fastener tape. A 1½ inch piece of FR Velcro® loop fastener tape shall be installed along the leading edge of the storm flap on the underside with four rows of stitching. A corresponding 1½ inch piece of FR Velcro® hook fastener tape shall be sewn with four rows of stitching to the front body panel and positioned to engage the loop fastener tape when the storm flap is closed over the front of the jacket.

_____Comply _____Exception

CARGO/HANDWARMER EXPANSION (BELLOWS) POCKETS:
Each jacket front body panel shall have a 2-inch deep by 8-inch wide by 8-inch-high expansion pocket, double stitched to it and shall be located such that the bottom of the pockets are at the bottom of the jacket for full functionality when used with an SCBA. Retroreflective trim shall run over the bottom of the pockets so as not to interrupt the trim stripe. Two rust resistant metal drain eyelets shall be installed in the bottom of each expansion pocket to facilitate drainage of water. *The expansion pocket shall be reinforced with a layer of Kevlar® approximately 5 inches up on the inside of the pocket.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and shall measure 3 inches deeper than the pocket expansion and ½ inch wider than the pocket. The upper pocket corners shall be reinforced with proven bartacks and pocket flaps shall be reinforced with bartacks. The pocket flaps shall be closed by means of FR Velcro® fastener tape. Two pieces of 1 ½-inch by 3-inch FR Velcro® hook fastener tape shall be installed vertically on the inside of each pocket flap (one piece on each end). Two corresponding pieces of 1 ½-inch by 3-inch FR Velcro® loop fastener tape shall be installed horizontally on the outside of each pocket near the top (one piece on each end) and positioned to engage the hook fastener tape.

Additionally, a separate hand warmer pocket compartment will be provided under the expandable cargo pocket. This compartment will be accessed from the rear of the pocket and shall be lined with Nomex® Fleece for warmth and comfort. Shell material linings shall not be considered acceptable.

_____Comply _____Exception

SLEEVES:
The sleeves Shall be of two-piece construction and contoured, having an upper and a lower sleeve. Both the under and upper sleeve shall be graded in proportion to the chest size. For unrestricted movement, on the underside of each sleeve there shall be two outward facing pleats located on the front and back portion of the sleeve on the shell and thermal liner. On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under sleeve. The moisture barrier darts will be seam sealed to assure liquid resistance integrity.

The pleats shall expand in response to upper arm movement and shall fold in on themselves when the arms are at rest. This expansion must allow for greater multi-directional mobility and flexibility in the shoulder and arm areas, with little restriction or jacket rise. Neither stovepipe nor raglan-style sleeve designs will be considered acceptable.

_____Comply _____Exception

SLEEVE CUFF REINFORCEMENTS:
The sleeve cuffs shall be reinforced with an extra layer of outer shell material. The cuff reinforcements shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the sleeve end for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the sleeve end; a single row of stitching shall be considered unacceptable. This independent cuff provides an additional layer of protection as compared to a turned and stitched cuff. Jackets finished with a turned and stitched cuff do not provide the same level of abrasion resistance and will be considered unacceptable.

_____Comply _____Exception

WRISTLETS / ELASTICIZED ADJUSTABLE SLEEVE WELLS:
Each jacket shall be equipped with **Nomex® hand and wrist guards** (over the hand) not less than 7 inches in length and of double thickness. A separate thumbhole with an approximate diameter of 2 inches shall be recessed approximately 1 inch from the leading edge. Nomex® knit is constructed of 96% Nomex® and 4% Spandex for shape retention. The color of the wristlets shall be grey.

The wristlets shall be sewn to the end of the liner sleeves. Flame resistant neoprene coated cotton/polyester impermeable barrier material shall be sewn to the inside of the sleeve shell approximately 5 inches from the sleeve end and extending toward the cuff forming the sleeve well. The neoprene sleeve-well shall form an elasticized cuff end with an FR Velcro® tab providing a snug fit at the wrist and covering the knit wristlet. This sleeve well configuration serves to prevent water and other hazardous elements from entering the sleeves when the arms are raised. The neoprene barrier material shall also line the inside of the sleeve shell from the cuff to a point approximately 5 inches back, where it joins the sleeve well and is double stitched to the shell. Four Ara-shield® snap tabs will be sewn into the juncture of the sleeve well and wristlet. The tabs will be spaced equidistant from each other and shall be fitted with female snap fasteners to accommodate corresponding male snaps in the liner sleeves. One of the Ara-shield® snap tabs shall be a different color in the liner to correspond with color coded snap tabs for ease of matching the liner system to the outer shell after inspection or cleaning is completed. This configuration will ensure there is no interruption in protection between the sleeve liner and wristlet.

_____Comply _____Exception

LINER ELBOW THERMAL ENHANCEMENT:
An additional layer of thermal liner material shall be sewn to the elbow area of the liner system for added protection at contact points and increased thermal insulation in this high compression area. The elbow thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. Finished dimension shall be 5 inches by 8 inches. All edges shall be finished by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding.

_____Comply _____Exception

LINER SHOULDER AND UPPER BACK THERMAL ENHANCEMENT:
A minimum of one additional layer of thermal liner material shall be used to increase thermal insulation in the upper back, front and shoulder area of the liner system. This full-cut thermal enhancement layer shall drape over the top of each shoulder extending from the collar to the sleeve/shoulder seam, down the front approximately 5 inches from the juncture of the collar down the back to a depth of approximately 5 ¾ inches to provide greater CCHR protection in this high compression area. The upper back, front and shoulder thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

RADIO POCKET:
Each jacket shall have a pocket designed for the storage of a portable radio. This pocket shall be of box type construction, double stitched to the jacket and shall have one drainage eyelet in the bottom of the pocket. The pocket flap shall be constructed of two layers of outer shell material measuring approximately 5 inches deep and ¼ inch wider than the pocket. The pocket flap shall be closed by means of FR Velcro® fastener tape. A 1½ inch by 3-inch piece of FR Velcro® hook fastener tape shall be installed vertically on the inside of the pocket flap beginning at the center of the bottom of the flap. A 1½ inch by 3 inch piece of FR Velcro® loop fastener tape shall be installed horizontally on the outside of the pocket near the top center and positioned to engage the hook fastener tape. In addition, the entire inside of the pocket shall be lined with neoprene coated cotton/polyester impermeable barrier material to ensure that the radio is protected from the elements. The impermeable barrier material shall also be sandwiched between the two layers of outer shell material in the pocket flap for added protection. The radio pocket shall measure approximately 3 inches deep by 3.5 inches wide by 9 inches high and shall be installed on the left chest.

_____Comply _____Exception

NOTCHED RADIO POCKET FLAP:
The radio pocket flap shall be notched to accommodate the radio antenna on the right side as worn.

_____Comply _____Exception

MICROPHONE STRAPS:
A strap shall be constructed to hold a microphone for a portable radio. It shall be sewn to the jacket at the ends only. The size of the microphone strap shall be 1 inch x 3 inches. The microphone strap shall be mounted above the radio pocket and shall be constructed of double layer outer shell material. Another strap shall be located opposite on the right chest.

_____Comply _____Exception

FLASHLIGHT SNAP & STRAP:
Each jacket shall be equipped with a Helmet Snap & Strap. An inward facing safety hook, attached to a double layer self-material strap, shall be double stitched in a vertical position to the upper chest. Below the safety hook will be a strap constructed of outer shell material measuring approximately 1 inch by 12 inches and shall hold the barrel of the flashlight. The strap will be equipped with a 1 inch by 3 inches FR hook and loop closure at the front of the strap to facilitate easy removal of the flashlight. There shall be approximately 6 inches between the safety hook and strap. The helmet strap shall be located on the right chest.

_____Comply _____Exception

EMBROIDERED AMERICAN FLAG – RIGHT SLEEVE:
Each jacket shall have a Nomex® embroidered American flag that measures approximately 2½ inches high by 3½ inches wide. Per Military protocol the field of stars shall be to the top right corner for installation on the right sleeve. Flags made of fabric other than Nomex® shall be considered unacceptable.

_____Comply _____Exception

INTERNAL HARNESS READY BODY:
The pants shall be designed "harness ready", allowing the Department to add an internal harness later or specify one when ordering. Loops shall be sewn on the inside shell to hold the internal harness straps in place. An opening shall be provided on both sides to allow the leg loops to be attached to the exterior belt portion of the harness.

The pant design facilitates the transfer of the weight of the pant to the hips instead of the shoulders and suspenders.

The body of the shell shall be constructed of four separate body panels consisting of two front panels and two back panels. The body panels shall be shaped so as to provide a tailored fit, thereby enhancing body movement, and shall be joined together by double stitching with Nomex® thread. The body panels and seam lengths shall be graded to size to assure accurate fit in a broad range of sizes.

The front body panels will be wider than the rear body panels to provide more fullness over the knee area. This is accomplished by rolling the side leg seams (inside and outside) to the rear of the pant leg beginning at the knee. The slight taper will prevent premature wear of the side seams by pushing them back and away from the primary high abrasion areas encountered on the sides of the lower legs.

_____Comply _____Exception

PANT LINER SYSTEM:
The combined moisture barrier and the thermal liner shall be completely removable for the pant. The thermal liner and moisture barrier layers of the liner system shall be stitched together and bound around the top waist and cuffs with Bias-Cut Neoprene coated cotton/polyester binding for a finished appearance that prevents fraying and wicking of contaminants.

The body of the liner system (thermal liner & moisture barrier) shall be of a four-piece design to match the cut of the shell to include the rolled back side seams. The design of the liner system will incorporate darts in the knee area providing a contour to the leg and will also have a reverse boot cut at the rear of the liner cuff and a concave cut at the front to keep the liner from hanging below the shell.

The liner system shall have a reinforcement of black Ara-Shield® material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

_____Comply _____Exception

LINER ACCESS OPENING (PANT):
The thermal liner and moisture barrier layers of the pant liner system shall be constructed in such a way as to allow an access opening for interior inspection, service and replacement. The thermal liner and moisture barrier layers shall be stitched together for security and prevention of inadvertent use of one layer without the other. The liner system shall have a reinforcement of black Nomex twill material sewn to the bottom of the fly opening. This reinforcement will serve to prevent the liner from tearing in that area from the constant donning and doffing of the pants.

The liner system of the pant shall incorporate an opening along the back of the waistline for ease in inspecting the inner layers and to facilitate performing the complete Liner Inspection. The thermal liner and moisture barrier shall be individually bound with a neoprene coated bias cut tape and joined together on each of the front panels, along the waistband from the front fly opening to side seam. The back of the liner system will be allowed to remain open with two snaps on either side of the back-seam to attach the moisture barrier layer to the thermal liner layer. As

described previously, the pant thermal layer system snaps directly to the independent waistband by means of nine snap fasteners. There shall be no hook and loop used to close the liner access opening.

_____Comply _____Exception

WAISTBAND:

The waist area of the pants shall be reinforced on the inside with a separate piece of black aramid outer shell material, cut on the bias (diagonally). The reinforcement shall be folded in half, for a finished bottom edge and shall have a finished width of not less than approximately 1½ inches. The top edge of the waistband reinforcement shall be double stitched to the outer shell at the top of the pants. The lower edge of the waistband shall be unattached to the shell to accept the thermal liner and moisture barrier. The top of the thermal liner and moisture barrier shall be secured to the underside of the waistband reinforcement by means of nine snaps, spaced equidistant along the length of the waistband reinforcement. Inserting the liner system between the waistband reinforcement and outer shell serves to reduce the possibility of liner detachment while donning and doffing. The independent waistband construction affords greater comfort and fit than a turned and stitched method. Pants that do not include an independent waistband or are not cut on the bias will not provide the same amount of stretch to the garment and shall be considered unacceptable.

_____Comply _____Exception

BLACK ARAMID BELT WITH BELT LOOPS:

Each pant shall include an approximate 2-inch-wide belt constructed of aramid webbing material with an adjustable hi-temp thermoplastic Delrin buckle serving as the exterior primary positive locking closure. This buckle shall also provide a quick-release mechanism for donning and doffing. The pants shall be equipped with a minimum of 3 outer shell material belt loops, spaced around the waist to accommodate the aramid belt. This belt will be deleted when an internal harness is specified at time of order.

_____Comply _____Exception

EXTERNAL/INTERNAL FLY FLAP:

The pants will have a vertical outside fly flap constructed of two layers of outer shell material, with a layer of moisture barrier material sandwiched between them. The fly flap shall be double stitched to the left front body panel and shall measure approximately 2 ½ inches wide, with a length graded to size based on waist measurement and reinforced with bartacks at the base. An internal fly flap constructed of one layer of outer shell material, thermal liner and specified moisture barrier, measuring approximately 2 inches wide, with a length graded to size based on waist, shall be sewn to the leading edge of the right front body panel. The inside of the right front body panel shall be thermally enhanced directly under the outside fly with a layer of moisture barrier and thermal liner material.

The underside of the outside fly flap shall have a 1½ inch wide piece of FR Velcro® loop fastener tape quadruple stitched along the full length and through the shell material only; stitching shall not penetrate the moisture barrier insert between the two layers to insure greater thermal protection and reduced water penetration. A corresponding strip of 1½ inch wide piece of FR Velcro® hook fastener tape shall be quadruple stitched to the outside right front body panel securing the fly in a closed position.

Appropriate snap fastener halves shall be installed at the leading edge of the waistband for the purpose of further securing the pants in the closed position.

_____Comply _____Exception

RETROREFLECTIVE FLUORESCENT TRIM:
The pants shall have a stripe of retroreflective fluorescent trim encircling each leg below the knee to comply with the requirements of NFPA #1971 in 3-inch lime/yellow 3M Scotchlite™ Triple Trim (L/Y borders with silver center).

Bottom of trim band shall be located approximately 3" above cuff.

_____Comply _____Exception

REINFORCED TRIM STITCHING:
All reflective trim is secured to the outer shell with Nomex® thread, using a locking chainstitch. This strip of 3/32-inch strong, durable, flame-resistant black Kevlar® cording provides a bed for the stitching along each edge of the retroreflective fluorescent trim surface and affords extra protection for the thread from abrasion. Two rows of stitching used to attach the trim in place of this shall be considered an unacceptable alternative. All trim ends shall be securely sewn into a seam for a clean finished appearance.

_____Comply _____Exception

INTERNAL SEAT HARNESS SERIES 2:
When specified at the time of the order, the internal seat harness shall be independently certified to NFPA 1983, Standard on Life Safety Rope and Equipment for Emergency Services, as a Class II harness. The harness shall consist of a 1 ¾" Kevlar® waist belt with an external hardware loop made from 2-inch-wide black Kevlar® webbing. All ends of webbing will be reinforced with a coated fabric to prevent raveling. The waist belt, which is graded to waist size, shall be secure at the front with a hook and an adjustable D-ring closure. This closure system is also the positive front closure for the pants. Attached to the waist belt are a left and a right 2-inch Kevlar® webbing leg loop, constructed without hardware, and graded for the circumference of the pant legs. The external hardware loop connecting each individual leg loop is constructed from two combined layers of webbing which form an A-frame and a connection point for the hardware. The leg loops shall be secured to the waist belt by means of a slot formed by an opening in the stitching combining the layers. This construction shall allow the leg loops to rest lower on the legs for less restriction when the harness is not loaded, but with the ability to snug up higher against the body when the harness is loaded. The slot openings also allow the waist belt to be adjusted in size with the leg loops properly positioned between the front belt loops and the front harness closure. The right and left leg loops shall be installed between the outer shell fabric of the pants and the pants liner, and the strap from each leg loop shall exit the outer shell behind the front belt loops on each side of the pants front closure. The center of the hardware loop shall be sewn to narrow the width at its center and reinforced on the outside with a layer of Arashield® fabric. Sewn to the inside of the center of the hardware loop shall be a 1" webbing which forms a ring to secure the pin of the specified ladder hook. The A- frame hardware loop shall be sized to permit the ladder hook to be secured to the keeper strap located on the front left side of the pants. This hardware loop must be positioned to allow the use of the ladder hook without deploying the escape system, and to accommodate donning and doffing of the pants with all hardware installed. A D-ring with a sliding bar shall be attached to the hardware loop to connect to the escape system in the right pocket.

_____Comply _____Exception

CMC CARABINEER:
When an internal harness is specified, the ladder hook shall be a **CMC** ProSeries XL Aluminum Manual-Lock D Carabineer (red in color) and shall be third party certified to NFPA 1983. The gate shall open by pulling the gate towards self and twisting the gate 45 degrees. The escape system (locking carabineer, rope, descender, and hook) is not supplied with the pants.

_____Comply _____Exception

SEAT:
The rise of the rear pant center back seam, from the top back of the waistband to where it intersects the inside leg seams at the crotch, shall exceed the rise at the front of the pant by 8 inches. The longer rear center back seam provides added fullness to the seat area for extreme mobility without restriction when stepping up or crouching and will be graded to size. This feature in combination with other design elements will maintain alignment of the knee directly over the knee pads when kneeling and crawling.

_____Comply _____Exception

EXPANSION (BELLOWS) POCKETS (LEFT):

One 2-inch deep by 10- inch wide by 10-inch bellows pockets shall be placed over the outer leg seams at thigh level. The pockets shall be sewn to the pant with two rows of lock stitching and shall provide two aluminum eyelets, installed at the bottom of each pocket, for water drainage. *Each pocket shall be reinforced with an additional layer of Kevlar material sewn to the inside.* The pocket flaps shall be rectangular in shape, constructed of two layers of outer shell material and double stitched to the outer shell. One piece of 1½-inch by 3-inch FR hook fastener tape on the inside of each pocket flap on each side. One piece of corresponding 1½-inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of each side of pocket near the top and positioned to engage the hook fastener tape. Each pocket flap shall be reinforced with bartacks at the uppermost corners.

_____Comply _____Exception

EXPANSION (BELLOWS) POCKETS (RIGHT):
One 2-inch-deep x 10-inch-wide x 10-inch bellows pockets shall be placed over the outer leg seam at thigh level. The pocket shall be sewn to the pant with two rows of lock stitching and shall provide two eyelets, installed at the bottom of each pocket, for water drainage. *Each pocket shall be reinforced with an additional layer of outer Kevlar material sewn to the inside.* The pocket flap shall be rectangular in shape and measure a minimum of 6 inches by a minimum of 11 inches, constructed of two layers of outer shell material and double stitched to the outer shell. Six pieces of 1½-inch by approximately 3-inch FR hook fastener tape shall be installed vertically on the inside of each pocket flap – the six pieces shall form three rows, one each side and one in the middle, each row consisting of two pieces of FR hook fastener tape. Three pieces of corresponding approximately 1 ½-inch by 3-inch FR loop fastener tape shall be installed horizontally on the outside of the pocket near the top and positioned to engage the hook fastener tape. The pocket flap shall be reinforced with bartacks at the uppermost corners. A 2-piece loop constructed of a double layer of black outer shell material shall be installed under the front edge of the pocket flap. The top and bottom of the loop will attach to each other with a 1-inch x 1-inch FR hook & loop fastener tape sewn to ends. Inside the pocket, a strap constructed of black outer shell material measuring approximately 1-inch by 9-inches (when hook & loop is engaged) shall run the full vertical height of the pocket where it will secure at the top with hook and loop fastener tape. A second strap shall be installed horizontally at the top of the pocket. This strap shall be constructed of black outer shell material and measure approximately 1-inch by 4-inches and shall be sewn at one end and attach at the other end with hook and loop fastener tape. The straps are specially designed to secure the contents of the pocket and allow for quick release

_____Comply _____Exception

EXPANSION POCKET REINFORCEMENTS:
The lower half of the expansion pockets shall be reinforced on the outside with a layer of black Dragonhide® material.

_____Comply _____Exception

KNEE:
The outer shell of the pant legs shall be constructed with horizontal expansion pleats in the knee area with corresponding darts in the liner to provide added fullness for increased freedom of movement and maximum flexibility. The pleats shall be folded to open outwardly towards the side seams to ensure no restriction of movement. The AXTION® knee will be installed proportionate to the pant inseam, in such a manner that it falls in an anatomically correct knee location.

The thermal liner shall be constructed with four pleats per leg in the front of the knee. Two will be located above the knee (one on each side) and two will be located below the knee (one on each side). On the moisture barrier, the system will consist of two darts, rather than pleats, to allow added length in the under knee. The darts in the liner provide a natural bend at the knee. The pleats and darts in the liner work in conjunction with the expansion panels in the outer shell to increase freedom of movement when kneeling, crawling, climbing stairs or ladders, etc.

_____Comply _____Exception

LINER KNEE THERMAL ENHANCEMENT:
A minimum of one additional layer of specified thermal liner and one additional layer of moisture barrier material, measuring a minimum of 9 inches by 11 inches, will be sewn to the knee area of the liner system for added CCHR protection and increased thermal insulation in this high compression area. The knee thermal enhancement layers shall be sandwiched between the thermal liner and moisture barrier layers of the liner system and shall be stitched to the thermal liner layer only. The thermal enhancement layer shall have finished edges by means of overedging. Raw or unfinished edges shall be considered unacceptable. Thermal scraps shall not be substituted for full-cut fabric padding. Smaller CCHR reinforcements shall not be considered acceptable since they provide far less area of coverage.

_____Comply _____Exception

KNEE REINFORCEMENTS:
The knee area shall be reinforced with a layer of black Dragonhide® material.

The knee reinforcement shall be centered on the leg to ensure proper coverage when bending, kneeling and crawling. The knee reinforcements shall measure 9 inches wide by 12 inches high and shall be double stitched to the outside of the outer shell in the knee area for greater strength and abrasion resistance. Knee reinforcements of a smaller size do not provide the same protective coverage and shall be considered unacceptable. The knee reinforcement specified shall be removable for replacement without opening Major A seams of the outer shell of the pant.

_____Comply _____Exception

PADDING UNDER KNEE REINFORCEMENTS:
Padding for the knees shall be accomplished with one layer of **Silizone®** foam, sandwiched between the thermal liner and moisture barrier.

. _____Comply _____Exception

PANT CUFF REINFORCEMENTS:
The cuff area of the pants shall be reinforced with a layer of black Dragonhide® material.

The cuff reinforcement shall not be less than 2 inch in width and folded in half, approximately one half inside and one half outside the end of the legs for greater strength and abrasion resistance. The cuff reinforcement shall be double stitched to the outer shell for a minimum of two rows of stitching. This independent cuff provides an additional layer of protection over a hemmed cuff. Pants that are turned and stitched at the cuff, as opposed to an independent cuff reinforcement, do not provide the same level of abrasion resistance and shall be considered unacceptable.

_____Comply _____Exception

PADDED RIP-CORD SUSPENDERS & ATTACHMENT:
On the inside waistband shall be attachments for the standard "H" style "Padded Rip-Cord" suspenders. There will be four attachments total (2 front, 2 back). The suspender attachments shall be constructed of a double layer of black aramid measuring approximately ½ inch wide by 3-inches long. They shall be sewn in a horizontal position on the ends only to form a loop. The appearance will be much like a horizontal belt loop to capture the suspender ends.

A pair of "H" style "Padded Rip-Cord" suspenders shall be specially configured for use with the pants. The main body of the suspenders shall be constructed of 2-inch-wide black webbing straps. The suspenders shall run over each shoulder to a point approximately shoulder blade high on the back, where they shall be joined by a 2-inch-wide horizontal piece of webbing measuring approximately 8-inches long, forming the “H”. This shall prevent the suspenders from slipping off the shoulders. The shoulder area of the suspenders will be padded for comfort by fully encasing the webbing with aramid batting and wrap-around black aramid.

The rear ends of the suspenders will be sewn to 2-inch-wide elasticized webbing extensions measuring approximately 8-inches in length and terminating with thermoplastic loops. The forward ends of the suspender straps shall be equipped with specially configured black powder coat non-slip metal slides with teeth. Through the metal slides will be the 9-inch lengths of strap webbing "Rip-Cords" terminating with thermoplastic loops on each end. Pulling on the "Rip-Cords" shall allow for quick adjustment of the suspenders.

Threaded through and attached to the thermoplastic loops on the forward and rear ends of the suspenders will be black aramid suspender attachments incorporating two snap fasteners. The aramid suspender attachments are to be threaded through the suspender attachment loops on the inside waistband of the pants. The aramid suspender attachments will then fold over and attach to themselves securing the suspender to the pants.

_____Comply _____Exception

RADIO HOLSTER STRAP AND D-RING:
A radio holster strap shall be sewn on the right hip. The strap shall be secured with a snap and Velcro. A d-ring shall be riveted on a self-material patch and sewn on the left hip, in front of side seam.

_____Comply _____Exception

REVERSE BOOT CUT:
The outer shell pant leg cuffs will be constructed such that the back of the leg is approximately 1 inch shorter than the front. The liner will also have a reverse boot cut at the rear of the cuff and a concave cut at the front to keep the liner from hanging below the shell. This construction feature will minimize the chance of premature wear of the cuffs and injuries due to falls because of "walking" on the pant cuffs.

_____Comply _____Exception

THIRD PARTY TESTING AND LISTING PROGRAM:
All components used in the construction of these garments shall be tested for compliance with NFPA Standard #1971 by Underwriters Laboratories (UL). Underwriters Laboratories shall certify and list compliance to that standard. Such certification shall be denoted by the Underwriters Laboratories certification mark.

_____Comply _____Exception

LABELS:
Appropriate warning label(s) shall be permanently affixed to each garment. Additionally, the NFPA Certification label shall include the following information.

- Compliance to NFPA Standard #1971
- Underwriters Laboratories classified mark
- Manufacturer's name
- Manufacturer's address
- Manufacturer's garment identification number
- Date of manufacture
- Size

_____Comply _____Exception

ISO CERTIFICATION / REGISTRATION:
The protective clothing manufacturer shall be certified and registered to ISO Standard 9001 to assure a satisfactory level of quality. Indicate below whether the manufacturer is certified and registered by checking either "Yes" or "No" in the space provided.

_____ Yes _____ No

WARRANTY:
The manufacturer shall warrant these jackets and pants to be free from defects in materials and workmanship for their serviceable life when properly used and cared for.

_____Comply _____Exception

HOOK AND LOOP SUPPORT PROGRAM:
Support program shall cover hook or loop tape that has begun to fray or otherwise degrade from normal wear. This program shall remain in effect for a period of five years from the original date of manufacture of the garment. This support program shall cover the repair or replacement, without charge, of any hook and/or loop on the garments produced by the manufacturer providing the garments are otherwise serviceable.

This support program does NOT cover damage from fire, heat, chemicals, misuse, accident or negligence. Failure to properly care for garments will void this support program.

_____Comply _____Exception

SIZING BY VENDOR:
Both male and female sizing samples shall be available.

Both male and female sizing samples shall be on hand for use when sizing. The vendor shall be available to perform all sizing requirements within 96 hours of written notice. Measuring with a tape measure is not acceptable. Three days of measuring shall be required, with an additional make-up day.

_____Comply _____Exception

GARMENT TRAINING AND SUPPORT:
Care and maintenance training shall be provided by the manufacturer. Training shall be in compliance with NFPA 1851, current edition, at the conclusion of which each participant shall receive a certificate of completion. Training may be accomplished through a web-based program at no charge to the Fire Department or a training class performed in the Metro Atlanta area.

_____Comply _____Exception

BAR-CODE/RECORD KEEPING INTERFACE:
A 1-dimensional barcode, in the interleaved 2 of 5 format shall be printed on the label of each separable layer of the garment.

This barcode shall represent the serial number of the garment. The manufacturer shall be able to provide a detailed list of each asset of a drop-shipped order, and shall include the following:

- Brand
- Order Number
- Serial Number
- Style Number
- Color
- Description
- Chest/Waist Size
- Jacket/pant Length
- Sleeve Length
- Date of Manufacturer
- Mark for Data

This information shall be able to be imported into the manufacturer's web-based system designed to facilitate the organization and tracking of assets in accordance with the cleaning and inspection requirements of OSHA and NFPA 1851.

_____Comply _____Exception

PPE RECORD KEEPING:
The manufacturer shall make available and no-charge, a password protected data based backed website that does not care whose brand of PPE assets are being recorded. The website shall have the functionality to allow the manufacturer to import all the pertinent data into the department's account so that the initial data entry by fire department personnel is eliminated.

The website shall allow for the department to use a barcode scanner, if desired, to scan the Interleaved 2 of 5 barcode found in the gear by going to the Search the Serial Number page in PPE record keeping program and scanning the asset's barcoded serial number.

_____Comply _____Exception

COUNTRY OF ORIGIN:
Jackets and Pants shall be manufactured in North America.

_____Comply _____Exception

MINIMUM SPECIFICATIONS:
STRUCTURAL FIRE FIGHTING 14" PULL-ON BOOTS

NFPA 1971 AND NFPA 1992 COMPLIANT:
Meets or exceeds NFPA 1971, *Standard on Protective Ensembles for Structural Firefighting and Proximity Firefighting, current Edition* for Structural Fire Fighting and NFPA 1992, *Standard on Liquid Splash-Protective Ensembles and Clothing for Hazardous Materials Emergencies, 2012 Edition*.

_____Comply _____Exception

GENERAL DESIGN:
14" Pull-On athletic footwear (cement construction) boot, black flame-resistant and waterproof leather, double-stitched leather joining seams, hi-vis yellow and silver reflective trim, leather-trimmed webbing pull straps, padded leather collar, padded leather flex joints in the shaft above vamp and heel, liquid and chemical resistant breathable bootie liner, cut-resistant and thermal protective bootie-shield liner, composite safety toe cap, composite shank, composite penetration-resistant insole barrier, molded shin guard, flame-resistant synthetic rubber molded cup outsole and toe bumper, 3D lasting board, molded heel counter, internal heel fit system, and removable molded footbeds including a second thicker pair.

_____Comply _____Exception

RESISTANCE:
Boots must exceed the minimum test values for slip resistance (average of left and right foot) as detailed below to provide superior performance in dry, wet, and frosted ice conditions. Boots that do not exceed these minimums in all conditions will not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing that the boots bid meet this requirement.

Test Method: SATRA TM144:2011
Slip Resistance of Footwear and Floorings
Load = 500 N
Dry Clay Quarry Tile: Forepart = 1.00 Heel = 0.90
Wet Clay Quarry Tile: Forepart = 0.60 Heel = 0.60
Frosted Ice: Forepart = 0.25 Heel = 0.20

_____Comply _____Exception

FLEXIBILITY:
Boots must reach the Maximum Flex Angle of 50 degrees without exceeding the critical bending moment with a resulting stiffness Index not to exceed 10.0 as detailed below to provide maximum flexibility. Boots that do not meet this requirement will not be acceptable. Bidders must promptly supply a Technical Services Report from a recognized independent testing laboratory upon request showing that the boots bid meet this requirement.

Test Method: SATRA TM194:2004
Longitudinal stiffness of footwear

_____Comply _____Exception

FIRESTORM LEATHER:
Heavy-duty, flame-resistant and waterproof full-grain cattle hide leather measuring 2.0 – 2.2 mm thickness for durable tear and puncture resistance. Tumbled full-grain cattle hide leather in collar and flex areas for mobility. Leather is chrome tanned to withstand high temperature with minimal shrinkage, re-tanned to impart water resistance and low water absorption and finished to retain maximum breathability. Leather meets or exceeds the following physical tests:

Water Penetration	ASTM D2009	15,000 flex minimum
Dynamic Water Absorption	ASTM D2009	10% maximum
Static Water Absorption	ASTM D6015	30% maximum
Slit Tearing Strength	ASTM D2212	30 pound minimum
Moisture Vapor Transmission	ASTM D5052	350 g/meter2/24 hours minimum
Flame Resistance through	NFPA 1971	After flame no more than 2.0 sec, not melt or drip, no burn

_____Comply _____Exception

BOOTIE-SHIELD LINER:
A protective bootie-shield of 65% NOMEX®, 35% KEVLAR® fiber stitch-bonded non-woven batting weighing 4.0 oz/yd^2 is positioned between the leather shell and the CROSSTECH® moisture barrier bootie to provide abrasion and cut resistance and additional thermal protection. Boots that do not have an additional protective bootie-shield between the leather shell and the CROSSTECH® moisture barrier bootie will not be acceptable.

_____Comply _____Exception

CROSSTECH® FOOTWEAR FABRIC:
A full-height bootie liner made from a package of Cambrelle®, 300g insulation, and CROSSTECH® moisture barrier to provide protection unmatched by any other waterproof, breathable barrier and as defined by the specified NFPA standards.

_____Comply _____Exception

ATLETIC FOOTWEAR (CEMENT) CONSTRUCTION:
Contoured outsoles are bonded to the bottom and sides of the upper using a 2-part cross-linking adhesive that forms a bond stronger than the materials it attaches. This attachment process is far more flexible than welted construction. Goodyear welt, or direct attach construction methods will not be acceptable.

_____Comply _____Exception

VIBRAM® SYNTHETIC RUBBER CONTOURED CUP CONSOLE:
Molded synthetic rubber outsole wraps onto the upper for athletic shoe performance. Flame, abrasion, oil, acid, and slip resistant compound-engineered for high-traction, cold-weather resistance, and durability. Siping lines cut into flat areas open up when flexed to provide additional traction on water and ice. Self-cleaning lugs and omni-direction tread pattern designed for superior performance in all terrains and when working on ladders.

_____Comply _____Exception

COMPOSITE PENETRATION RESISTANCE INSOLE BARRIER:
Penetration resistance will be provided by a composite insole to maximize flexibility and insulate from heat or cold transmission. Must exceed NFPA standards for safety. Metal plates will not be acceptable.

_____Comply _____Exception

3D COMPOSITE LASTING BOARD:
Boot uppers are lasted to a molded and contoured dual-density lasting board with a built-in flex zone in the forefoot and a torsionally stable heel.

_____Comply _____Exception

COMPOSITE SHANK:
Lighter than steel, doesn't transmit heat or cold, and springs back to shape better. Metal shank will not be acceptable.

_____Comply _____Exception

COMPOSITE SAFETY TOE CAP:
Lighter than steel and doesn't transmit heat or cold. Must exceed NFPA standards for safety. Metal toe caps will not be acceptable.

_____Comply _____Exception

MOLDED HEEL COUNTER:
A rugged heel counter is individually molded to fit each size perfectly.

_____Comply _____Exception

PADDED SHIN GUARD:
Padded polymer shin guard provides extra protection when you are working on a ladder.

_____Comply _____Exception

SYNTHETIC RUBBER TOE BUMPER:
Molded synthetic rubber toe bumper provides abrasion resistance when crawling. Cemented and 2-needle stitched to the vamp.

_____Comply _____Exception

3M SCOTCHLITE™ REFLECTIVE MATERIAL:
Flame-resistant fluorescent yellow and silver 3M SCOTCHLITE™ reflective material sewn to both sides of the shaft for added visibility.

_____Comply _____Exception

WEBBING PULL-STRAPS:
NOMEX® webbing pull-straps with leather trim are securely attached to the leather uppers by inserting into to collar seam to minimize stitching through the leather and to keep them on for good. Pull strength must be a minimum of 120 lbs. when tested with a single handle.

_____Comply _____Exception

INTERNAL FIT SYSTEM:
Anatomical foam inserts wrap around the top and sides of the heel with an opening to fit and holds the back of the heel securely while cushioning the ankle.

_____Comply _____Exception

3D MOLDED FOOTBED:
Removable urethane foam footbeds are contoured to cradle and cushion the bottom of the foot and to provide arch support. Moisture-wicking and anti-microbial fabric top layer.

_____Comply _____Exception

CUSTOM FIT SYSTEM:
A second pair of 3D Molded Footbeds that are thicker in the forefoot is provided with every pair for a custom fit. This thicker footbed provides a snugger fit.

_____Comply _____Exception

SIZES:
Boots must be available in Men's 5 – 16 (full and half sizes), 17 – 18 (full sizes only) in Narrow, Medium, Wide, and X-Wide widths. Boots must also be available in a Wide Calf model in the same size range that will provide an additional 3 inches in circumference at the calf to fit those with larger calves. Boots must be available in Women's 5 – 12 (full and half sizes) in Narrow, Medium, Wide, and X-Wide widths.

_____Comply _____Exception

RESOLING DEVICE:
Boots must be able to be re-soled at the factory with new outsoles as needed.

_____Comply _____Exception

COUNTRY OF ORIGIN:
Made in the USA.

_____Comply _____Exception

MINIMUM SPECIFICATIONS:
STRUCTURAL FIREFIGHTERS HELMET

PURPOSE:
To supply a purchasing specification for a structural firefighter's helmet with a fiberglass composite shell and a 6" leather identification front included.

SCOPE:
The scope of this purchasing specification encompasses design, construction, materials and performance criteria deemed necessary for helmets utilized in structural firefighting.

GENERAL:
Helmets manufactured in accordance with this specification are designed to meet the requirements of NFPA 1971 current edition, standard for firefighter helmets.

MANUFACTURER'S WARRANTY:
Helmets shall be warranted, for the lifetime of the helmet, to be free of defects in material and workmanship. The manufacturer shall guarantee, for a period of five (5) years from the date of manufacture that any helmet shell will be replaced free of charge if it is damaged beyond use while worn during normal assigned fire ground activities. The manufacturer shall be relieved of any replacement liability under this guarantee if there has been a failure to follow the manufacturer's maintenance requirements supplied with each helmet.

HELMET SHELL:
The helmet shell shall have a Traditional American Fire Service Style helmet shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four (4) minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear brim area. The upper surface of the brim shall have the traditional fire service vine scrollwork molded into the surface of the composite.

_____Comply _____Exception

The helmet shell material is a DuraGlas® composite consisting of a high-temperature-, flame-, and chip-resistant, “through-colored” thermoset resin, reinforced with 1” and 2” chopped fiberglass, which is compression molded to form a one-piece shell.

_____Comply _____Exception

The exterior of the shell shall be completely coated with a color pigmented, high gloss, abrasion, high heat and chemical resistant paint finish that shall closely match the color of the composite shell. The shell color and matched paint finish shall be available in the standard colors of white, red, black, and yellow. Orange and blue painted finishes shall be available over a white composite shell substrate.

_____Comply _____Exception

The shell dimensions (with edge-trim) shall be 15.5” in length, 11.88” in width and a crown depth of 6.5”. The shell shall have a nominal wall thickness of 0.065” in the crown and 0.080” in the brim.

_____Comply _____Exception

The helmet shell shall be furnished with a ***carved brass eagle front-piece holder*** which shall be attached to the shell’s front main rib and positioned to support the top of a standard 6” fire department identification shield. The brass carved eagle shall incorporate a “crush zone” to absorb impacts.

_____Comply _____Exception

The shell shall have a thermoplastic, front-piece mounting bracket affixed to the center of the front visor of the brim. The bracket shall provide for positioning and retention of a standard 6” fire department identification shield.

_____Comply _____Exception

The shell shall have black, or white*, high-temperature, flame-resistant, flexible edge trim composed of an aluminum-cored, thermoplastic rubber (TPR). The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core and secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim.

_____Comply _____Exception

The shell shall have a helmet hanger comprised of a 3/4”, nickel plated “D” ring and a stainless-steel clip. The helmet hanger shall be attached to the center rear of the brim.

_____Comply _____Exception

IMPACT LINER:
The helmet shall include an impact liner, which is comprised of rigid cells, high temperature urethane foam cap attached to a flame-resistant thermoplastic PPO inner liner. The impact liner shall be modular and field removable for periodic inspection of the foam's integrity. The impact liner is incorporated to provide increased thermal and impact protection.

_____Comply _____Exception

HEAD SUSPENSION:
The Impact suspension shall consist of a 6-way head suspension system, attached to the impact cap. The head suspension system is comprised of three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a tubular plastic ring, joined at the ends by an elastomeric tube that locks the straps into a routed annular groove in the impact cap.

_____Comply _____Exception

SIZING ADJUSTMENT:
The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband shall have a head size range of 6-3/8 to 8-3/8, adjustable in 1/8 increments. The head band is attached to the sides of the impact cap liner by four (4) flexible retention tabs. The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head.

_____Comply _____Exception

LEATHER COMFORT LINER AND CROWN PAD:
The helmet shall have a leather liner, which consists of a headband cushion liner, crown pad and a ratchet pad, which are all removable. All components are produced from a foam core laminate system, which is comprised of a soft black leather material against the users' head and backed by a soft loop material which will be secured to the headband and the ratchet with hook fastener.

_____Comply _____Exception

CHINSTRAP:
The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex® webbing, which are connected on the left side of the helmet by a high-temperature, super-tough, thermoplastic quick release buckle, and by a cast zinc postman's slide buckle on the right-hand side of the helmet.

_____Comply _____Exception

The chinstrap is attached at either end of the impact cap by means of the tubular plastic ring, joined at the ends by an elastomeric tube that locks the chinstrap into a routed annular groove in the impact cap. The long, middle-section, with the female half of the quick release buckle sewn to the left end, shall pass through the postman's slide buckle on the right, and include hook and loop fastener for stowage of extra strap. The middle section shall be a minimum of 23.0" in length and the total length of the chinstrap shall be 35.0" at full extension, end to end.

_____Comply _____Exception

SHELL RELEASE PROVISIONS:
The impact liner, complete with suspension system and chinstrap assembly (retained as described above) shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the face shield pivot hardware, and by four (4) pieces of hook and pile fastener sections between the impact liner and helmet shell in the crown area. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaves the impact cap on the wearer's head for continued thermal and impact protection.

_____Comply _____Exception

BLACK NOMEX EAR/NECK PROTECTION:
Black Nomex will be provided for ear and neck protection with a 6.5" wide, 19.0" long, full-cut earlap. The earlap consists of a Nomex outer shell. The earlap shall be secured to the impact liner by pieces of hook and pile fastener in no less than five (5) locations.

The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet's suspension.

_____Comply _____Exception

EYE PROTECTION – 4" FACESHIELD:
The face-shield shall be a wrap-around, high pivot design, 4.5" wide, 18.0" long and 0.150" thick. The lens material shall be high performance, high temperature resistant thermoplastic. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to protect the lens from abrasions.

_____Comply _____Exception

FACESHIELD HARDWARE:
The face-shield shall be mounted to the helmet shell by means of two (2) glass-reinforced, high-temperature and flame-resistant thermoplastic bracket assemblies, with adjustable thermoplastic knobs one (1) on either side of the helmet shell. The brackets allow the face-shield to pivot above the helmet shell when it is not in use.

_____Comply _____Exception

RETRO-REFLECTIVE TRIM:
The helmet shall have eight tetrahedron shaped pieces of Lime-Yellow, retro-reflective, fluorescent Reflexite® trim around the exterior of the crown of the helmet shell for maximum daytime and nighttime visibility. Red-Orange & Lime-Yellow, and retro-reflective, fluorescent Scotchlite® tetrahedrons must also be available.

_____Comply _____Exception

PERFORMANCE CRITERIA:
The helmet shall meet the requirements of NFPA 1971 current edition, US-OSHA (CFR 1920) NBSIR 1977, and CAL-OSHA.

_____Comply _____Exception

PERFORMANCE VERIFICATION DATA REQUIREMENT:
Response to this specification shall include a current NFPA 1971 Certificate of Conformance test report from an accredited test facility for the helmet offered. This certification testing is conducted annually as per NFPA requirements.

_____Comply _____Exception

MAINTENANCE, REPAIR and RETIREMENT:
Upon the customer's request, training will be provided explaining the proper maintenance, repair and retirement of the helmet.

_____Comply _____Exception

COUNTY OF ORIGIN:
Made in the USA.

_____Comply _____Exception

HELMET COLOR CHOICES GIVEN AT TIME OF ORDER: Black, Yellow, Red, or White.

6" STANDARD 2 LINE PRINTED GRAPHIC LEATHER IDENTIFICATION FRONT SHIELD

_____Comply _____Exception

ROCKDALE
LIEUTENANT

ROCKDALE
FIREFIGHTER

ROCKDALE
SERGEANT

ROCKDALE
CHIEF
ROCKDALE
FIRE MARSHAL
ROCKDALE
BATT CHIEF
ROCKDALE
CAPTAIN
ROCKDALE
DEPUTY CHIEF

BID FORM – RFP #25-01

Instructions: Complete all THREE parts of this proposal form.

PART I: Proposal Summary

Complete the information below on pages 41 through 42. If you wish to submit more than one brand, make a photocopy of this Proposal Form.

ITEM NUMBER	COMMODITIES OR SERVICES	UNIT	UNIT PRICE
1.	PROTECTIVE JACKET/COATS, as Per Minimum Specifications and Notes Below	Each	$_____
2.	COAT NAME PANEL, as Per Minimum Specifications and Notes Below	Each	$_____
3.	PROTECTIVE PANTS/TROUSERS, Ready for Internal Harness & Suspenders, as Per Minimum Specifications and Notes Below	Each	$_____
4.	INTERNAL HARNESS, Class 2 Internal Harness Option, as Per Minimum Specifications and Notes Below	Each	$_____
5.	BELT, as Per Minimum Specifications and Notes Below	Each	$_____
6.	SUSPENDER, as Per Minimum Specifications and Notes Below	Each	$_____
7.	HELMET: Colors – Black, Structural Fire Fighting, with Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
8.	HELMET: Colors – Black, Structural Fire Fighting, without Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
9.	HELMET: Colors – Red, Structural Fire Fighting, with Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
10.	HELMET: Colors – Red, Structural Fire Fighting, without Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
11.	HELMET: Colors – White, Structural Fire Fighting, with Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____

	CONTINUED ON NEXT PAGE		
12.	HELMET: Colors – White, Structural Fire Fighting, without Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
13.	HELMET: Colors – Yellow, Structural Fire Fighting, with Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
14.	HELMET: Colors – Yellow, Structural Fire Fighting, without Leather Front, as Per Minimum Specifications and Notes Below	Each	$_____
15.	FIREFIGHTER SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
16.	SERGEANT SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
17.	LIEUTENANT SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
18.	CAPTAIN SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
19.	BATTALION CHIEF SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
20.	FIRE MARSHAL SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
21.	DEPUTY CHIEF SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
22.	CHIEF SHIELD, Leather Front Identification Shield, as Per Minimum Specifications and Notes Below	Each	$_____
23.	STRUCTURAL FIRE FIGHTING PULL-ON BOOTS, as Per Minimum Specifications and Notes Below	Each	$_____
24.	STRUCTURAL FIRE FIGHTING PULL-ON BOOTS, State Price Difference for Sizing, as Per Minimum Specifications and Notes Below	Each	$_____

END OF BID SUMMARY

Total Unit Prices $

PART II: Addenda Acknowledgements (if applicable)

Each vendor is responsible for determining that all addenda issued by the Rockdale County Finance Department – Purchasing Division have been received before submitting a proposal.

Addenda	Date Vendor Received	Initials
"1"		
"2"		
"3"		
"4"		
"5"		
"6"		

PART III: Vendor Information:

Company Name	
Address	
Telephone	
E-Mail	
Representative (print name)	
Signature of Representative	
Date Submitted	

Affidavit Verifying Status
for County Public Benefit Application

By executing this affidavit under oath, as an applicant for the award of a contract with Rockdale, County Georgia, I _____. [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity] am stating the following as required by O.C.G.A. Section 50-36-1:

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

_____ _____
Signature of Applicant: Date

_____
Printed Name:

*_____
Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____, 202__.

_____
Notary Public
My commission Expires:

***Note**: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below.

_____

CONTRACTOR'S QUALIFICATION STATEMENT AND QUESTIONNAIRE

NAME OF PROPOSED CONTRACTOR: _____

I. INSTRUCTIONS

A. All questions are to be answered in full. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.

B. The owner, Rockdale County, Georgia, its agents and representatives, shall be entitled to contact each and every reference listed in response to this questionnaire, and each entity referenced in any response to any question in this questionnaire. By completing this questionnaire, the contractor expressly agrees that any information concerning the contractor in possession of said entities and references may be made available to the owner.

C. Only complete and accurate information shall be provided by the contractor. The contractor hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The contractor also acknowledges that the owner is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a question was provided by the contractor, knowing it was false, it shall constitute grounds for immediate termination or rescission by the owner of any subsequent agreement between the owner and the contractor. The owner shall also have and retain any other remedies provided by law.

D. The completed form shall be submitted with contractor's proposals.

E. This form, its completion by the contractor, and its use by the contractor, and its use by the owner, shall not give rise to any liability on the part of the owner to the contractor or any third party or person.

II. GENERAL BACKGROUND

A. Current address of contractor: _____
_____

B. Previous Name or address of contractor: _____
_____

C. Current president or CEO and years in position: _____

D. Number of permanent employees: _____

E. Name and address of affiliated companies: _____
_____

III. FINANCIAL STATUS

A. Please attach financial statements for the past three years for which they are complete. If such statements are not available, please furnish the following information:

1. LAST COMPLETE FISCAL YEAR:

A. Revenues (Gross) _____
B. Expenditures (Gross) _____
C. Overhead & Admin (Gross) _____
D. Profit (Gross) _____

2. YEAR PRIOR TO "1" ABOVE:

A. Revenues (Gross) _____
B. Expenditures (Gross) _____
C. Overhead & Admin (Gross) _____
D. Profit (Gross) _____

3. YEAR PRIOR TO "2" ABOVE:

A. Revenues (Gross) _____
B. Expenditures (Gross) _____
C. Overhead & Admin (Gross) _____
D. Profit (Gross) _____

B. BANKRUPTCIES

1. Has the Contractor, or any of its parents or subsidiaries, ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

_____
_____

2. Has any Majority Shareholder ever had a Bankruptcy Petition filed in his/her name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

_____
_____

C. BONDING

1. What is the Contractor's current bonding capacity? _____

2. What is the value of the Contractor's work currently under contract? _____

IV. COMPANY EXPERIENCE – SIMILAR PROJECTS

A. List three projects of reasonably similar nature, scope, and duration performed by your company in the last five years, specifying, where possible, the name and last known address of each owner of those projects:

Reference/Project #1:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____
_____

Reference/Project #2:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____
_____

Reference/Project #3:
Name and Address: _____
_____
_____

Date of Construction/Project: _____

Type of Construction/Project: _____

Contract Price: _____

Owner contact info: _____
_____
_____

Architect/Engineer contact info: _____
(if applicable) _____
_____

V. ARBITRATIONS, LITIGATIONS, AND OTHER PROCEEDINGS

Has your company been involved in any construction arbitration demands filed by, or against, you in the last five years? _____

Has your company been involved in any construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, you in the last five years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the National Labor Relations Board or similar state agency in the past seven years? _____

Has your company been involved in any lawsuits, proceedings, or hearings initiated by the Occupational Safety and Health Administration concerning the project safety practices of the Contractor in the last seven years? _____

Has your company be involved in any lawsuits, proceedings, or hearings initiated by the Internal Revenue Service, or any state revenue department, concerning the tax liability of the Contractor (other than audits) in the last seven years? _____

Have any criminal proceedings or investigations been brought against the Contractor in the last ten years? _____

If you answered yes to any of the questions above, please identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceeding (attach documentation if needed):

_____
_____
_____
_____

VI. COMMENTS

Please list any additional information that you believe would assist the Owner in evaluating the possibility of using the Contractor on this Project. You may attach such additional information as an Exhibit to this Statement and Questionnaire.

_____
_____
_____
_____

I certify to the Owner that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner, or its designated representative, may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner, or its designated representative.

Contractor:

_____ _____
Signature Date

_____
Title

Sworn to and subscribed before me
This _____ day of _____

_____
Signature

Notary Public

My Commission Expires:

ROCKDALE COUNTY

LOCAL VENDOR PREFERENCE

AFFIDAVIT OF ELIGIBILITY

Complete all areas below. Incomplete forms may be rejected.

1. LEGAL NAME OF FIRM: _____

   Mailing Address: Physical Address (if different):

   _____ _____

   _____ _____

2. Year your business was established in Rockdale County: _____

3. Business License:

   License Number: County_____

4. For transactions which require sales tax, provide the following Reseller information:

   Reseller Permit Number: _ _ _ _ _ _ _ _ _ _ _ _ _ _ _

   Enter the Company Name and Address as it appears on permit:

   _____

   _____

5. Does your business have more than one office in the State of Georgia?

   Yes _____ No _____

   If Yes, specify the office location considered as the point-of-sale for sales tax purposes:

   _____

   _____

6. Was the local business required to pay business and/or real property tax for the most recent tax year?
   Yes _____ No _____

   If Yes, did the local business pay any of this tax to Rockdale County?
   Yes _____ No _____

****

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. The undersigned also acknowledges that any person, firm, corporation, or entity intentionally submitting false information to the County in an attempt to qualify for local preference shall be prohibited from bidding on Rockdale County products and services for a period of one (1) year.

Authorized Signature: _____ Date: _____

Printed Name & Title: _____ Phone: _____

SAMPLE CONTRACT
(PAGE 1 OF 7)

AGREEMENT FOR FIRE PROTECTIVE CLOTHING

This Agreement entered into on this _____ day of _____, 2025, between ROCKDALE COUNTY, GEORGIA, a political subdivision of the State of Georgia, whose address is 962 Milstead Avenue, Conyers, Georgia 30012, (hereinafter referred to as the "County") and [CONTRACTOR'S NAME], a [DESCRIPTION OF CONTRACTOR'S BUSINESS TYPE], whose address is [CONTRACTOR'S ADDRESS] (hereinafter referred to as "Contractor").

WHEREAS, the County desires to engage the services of Contractor for the construction of the [PROJECT NAME]; and

WHEREAS, Contractor is qualified to perform this service and desires to render this service to the County as provided herein.

NOW THEREFORE, the County engages the services of Contractor for and in consideration of the mutual promises contained in this Agreement and the parties agree as follows:

1. **Services Provided by Contractor**.
The Contractor will furnish all products, tools, construction equipment, skill and labor of every description necessary to carry out and to complete in a good, firm, substantial workmanlike manner the construction of the [PROJECT NAME] as described in the County's Request for Proposal (RFP) [RFP#] incorporated herein by reference, (hereinafter called "Work"), and Contractor's bid dated [DATE], attached hereto and made a part hereof (hereinafter called "Bid"). Contractor shall provide, at their expense, all vehicles and equipment necessary to provide this Work. The Work shall be performed at the direction of the Stormwater Utility's General Engineering Manager or their designee and consistent with all Federal, State and Local laws.

The Contract Documents, bid documents, Invitation to Bid, and drawings are considered essential parts of the Agreement, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe, and provide for all labor necessary to complete the Work in an acceptable manner, ready for use, or operation by the County.

2. **Fees and Compensation**.

(a) Contract Price: The Contract Price shall not exceed [CONTRACT AMOUNT] and shall be the total amount payable by the County to the Contractor for the performance of the Work set forth in the Contract Documents, unless amended as agreed upon by both parties in writing as detailed in Section 6 of this Agreement. The County shall provide payment within thirty (30) days of receiving said invoice.

It is understood that the Contractor shall provide and pay for all products, labor (including labor performed after regular working hours, on Saturdays or Sundays, or on legal holidays), tools, construction equipment, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete, place into operation, and deliver the Work.

The Contractor shall be responsible for any additional expenses incurred by the County as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime will be deducted from the Contractor's monthly payment request.

SAMPLE CONTRACT
(PAGE 2 OF 7)

(b) Payments Withheld: The County may decline to approve an application for payment, in whole or in part, as may be necessary to protect the County from loss because of:

(1) Failure of the Contractor to make payments properly to subcontractors or for labor or products.

(2) Unsatisfactory prosecution of the Work by the Contractor either due to quality of the Work or if the Contractor is behind the currently approved construction schedule.

When the above reasons for nonpayment are corrected, then payment will be made for amounts withheld because of such reasons, not later than the next payment.

(c) Retention: The County will retain the following amounts from each properly certified estimate:

(1) Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.

(2) When the value of the completed Work totals at least 50 percent of the Contract amount, the County will reduce the retainage to 5 percent of the value of Work completed, including stored materials provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.

(3) The County may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. No form of collateral in lieu of cash will be acceptable as retainage.

Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by the County.

3. **Effective Dates of Agreement**.

The effective date of this Agreement shall be the date said Agreement is signed by the Chairman of the Rockdale County Board of Commissioners (the "Board"). The term of this Agreement shall be twelve (12) months from the effective date, with the option to renew three (3) additional twelve (12) month periods, unless terminated by either party as detailed in section 13 of this Agreement.

The Contractor shall begin the Work no later than thirty (30) days after issuance of the Notice to Proceed and shall complete the Work no later than one hundred twenty (120) days after issuance of the Notice to Proceed unless a time extension is authorized in writing by the Project Manager.

Time is of the essence and is an essential element of this Contract, and the Contractor shall pay to the County, not as a penalty, but as liquidated damages, the sum of $100.00 for each calendar day that there is default of completing the Work within the time limit named herein. If the Contractor abandons the Contract before commencement of the Work or defaults in completion of all the Work after commencement thereof, the Contractor shall be liable for such liquidated damages. These fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the County and the Contractor due to the uncertainty and impossibility of making a determination as to the actual and consequential damages incurred by the County and the general public of Rockdale County, Georgia as a result of the failure on the part of the Contractor to complete the Work on time. Such liquidated damages referred to herein are intended to be and are cumulative and shall be in addition to every other remedy now or hereafter enforceable at law, in equity, by statute, or under the Contract.

SAMPLE CONTRACT
(PAGE 3 OF 7)

4. **Rejection of Work and Materials.**
All products furnished and all Work completed will be inspected by the County. All products furnished and all Work completed that is not in accordance with the Contract Documents or that is defective will be rejected. All rejected products or Work shall be removed immediately. If rejected products or Work is not removed within 48 hours, the County will have the right and authority to stop the Work immediately and will have the right to arrange for the removal of said rejected products or Work at the cost and expense of the Contractor.

5. **Supervision of Work.**
The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of the Work. The Contractor shall employ and maintain on the Work a qualified supervisor or superintendent who shall be designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the Work.

The supervisor shall have full authority to act on behalf of the Contractor and to execute the orders or directions of the County without delay. The supervisor shall have full authority to promptly supply products, tools, plant equipment and labor as may be required. The supervisor's authority shall be such that all communication given to the supervisor shall be as binding as if given to the Contractor.

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the County, immediately remove any superintendent, foreman or workman whom the County may consider incompetent or undesirable.

6. **Changes in the Contract.**
The County may at any time, as the need arises, order changes within the scope of the Work without invalidating the Contract Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment will be authorized by Change Order.

7. **Insurance.**
The Contractor shall not commence any work under this Contract until all insurance, as stipulated in the Invitation to Bid, has been obtained and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence any work on subcontractor's contract until all similar insurance required of the subcontractor has been so obtained and approved by the Contractor.

8. **Interruption of Facility Operations.**
The Contractor shall provide the County with written notice at least three days prior to any interruption in facility operations required by construction activity. The notice shall include the date and time of the scheduled interruption, the length of time the interruption will be in effect, the procedures to be followed, a complete identification of all those processes, equipment, and operations to be affected and all other information the County may require. The Contractor shall provide any equipment, piping, auxiliary power, or other means necessary to sustain facility operations.

SAMPLE CONTRACT
(PAGE 4 OF 7)

9. **Protection of Work, Property and Persons.**

(a) The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all products to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

(b) The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction, promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54) as amended. The Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection.

(c) The Contractor shall remedy all damage, injury or loss to any property, improvements or facilities caused, directly or indirectly, in whole or in part, by the Contractor or any of the Contractor's subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The property, improvements or facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the County may, after 48 hours written notice, proceed to repair, rebuild, or otherwise restore such property, improvements or facilities as may be deemed necessary. The cost thereof will be deducted from any monies due, or which may become due the Contractor under this Contract.

(d) In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the County, shall act to prevent threatened damage, injury, or loss.

(e) Completed Work and stored products shall be suitably protected during unseasonable weather, to allow Work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather.

10. **Protection of the Environment.**

(a) The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed Work and shall abide by the requirements of all governmental agencies having jurisdiction over the Work or Contractor's Project operations. This shall include but not be limited to air, water & noise pollution during torch cutting, grinding, burning, and grading operations.

(b) Any area used or involved in the Project that is disturbed by the Contractor, shall be restored to original or better condition, even though such area is outside the limits of that specified for grading, grassing, or landscaping.

(c) The Contractor is responsible for maintenance of all erosion control measures, final removal of all temporary BMP's, and irrigation of all permanent vegetative measures until fully established.

SAMPLE CONTRACT
(PAGE 5 OF 7)

11. **Protection, Location and Relocation of Utilities.**

The Contractor shall notify utility owners of the new work in accordance with Georgia Law by calling the Utilities Protection Center (UPC) at 800-282-7411, 72 hours before work is to begin. The Contractor shall protect from damage all existing improvements or utilities at, or in proximity to, the site of the Work, and shall repair or restore any damage to such facilities resulting from failure to exercise reasonable care in the performance of Work. If the Contractor fails or refuses to repair any such damage promptly, the County may have the Work performed and charge the cost thereof to the Contractor.

Prior to the construction or installation of any new Work, the Contractor shall excavate all existing utilities within the vicinity of the Work to their actual vertical and horizontal location. In order to avoid conflicts between existing and new Work, the Contractor shall either relocate the existing utility on a temporary or permanent basis or shall take whatever means necessary to protect the existing facilities or utilities during the installation of new Work.

12. **Mutual Release/Indemnification**.

Each party hereby agrees to indemnify and hold harmless the other party from any form of action, lawsuit or claim brought by or on behalf of the indemnifying party's employees, agents or invitees and related in any way to Product/Equipment/Services supplied by Seller under this Agreement. Each party expressly agrees that the obligation of indemnity under this Paragraph extends to an action, lawsuit or claim alleging negligence of the indemnitee.

13. **Termination of Agreement**.

In the event either party elects to terminate this Agreement for whatever reason deemed appropriate, written notice shall be provided and termination shall be effective 15 days from receipt of written notice.

14. **Notice.**

Any notice or other communication required or permitted to be given under this Agreement must be in writing and must be mailed by overnight delivery or certified mail, postage prepaid, so that the notifying party can prove delivery of notice and the date thereof, and addressed as follows:

To the County:	To the Contractor:
Rockdale County, Georgia	[COMPANY NAME]
Department of Finance	Attn: [REPRESENTATIVE]
Attn: [PROJECT MANAGER]	[ADDRESS 1]
P.O. Box 289	[ADDRESS 2]
Conyers, Georgia 30012	[CITY, STATE, ZIP CODE]

The addresses stated in this paragraph may be changed by the respective parties upon a documented notice delivered in advance, pursuant to this paragraph.

15. **Assignment**.

The Contractor shall have no right to transfer or assign its interest in this Agreement without the prior written consent of an authorized representative of the County.

SAMPLE CONTRACT
(PAGE 6 OF 7)

16. **Corporate Authority**.
Contractor represents to the County that this Agreement, the transaction contemplated in this Agreement, and the execution and delivery hereof, have been duly authorized by all necessary corporate proceedings and actions, including, without limitation, the action on the part of the directors. The individual executing this Agreement on behalf of Contractor warrants that he or she is authorized to do so and that this Agreement constitutes the legally binding obligation of the corporation.

17. **Waiver**.
No action taken pursuant to this Agreement shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement in this Agreement. The waiver by any party of a breach of any provision or condition contained in this Agreement shall not operate or be construed as a waiver of any subsequent breach or of any other conditions.

18. **Severability**.
If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

19. **Interpretation**.
Should any provision of this Agreement require a judicial interpretation, the parties agree that the body interpreting or construing this Agreement will not apply the assumption that the terms of this Agreement will be more strictly construed against one party by reason of the rule of legal construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared the Agreement. The parties acknowledge and agree that they and their agents have each participated equally in the negotiation and preparation of this Agreement.

20. **Venue & Jurisdiction**.
The County and the Contractor, by entering into this Promissory Note, hereby agree that the courts of Rockdale County, Georgia shall have jurisdiction to hear and determine any claims or disputes between them pertaining directly or indirectly to this Agreement. Contractor expressly submits and consents in advance to such jurisdiction in any action or proceeding commenced in said courts. The choice of forum set forth in this section shall not be deemed to preclude the bringing of any action by the County or the enforcement by the County of any judgment obtained in such forum in any other appropriate jurisdiction. Further, the Contractor hereby waives the right to assert the defense of forum non-conveniens and the right to challenge the venue of any court proceeding.

21. **Governing Law**.
This Agreement shall be construed and interpreted according to the provisions of the laws of the State of Georgia.

22. **Binding Effect**.
This Agreement shall be binding upon the Contractor and its successors and permitted assigns.

23. **Further Assurances**.
The Contractor agrees to execute, acknowledge, seal and deliver, after the date of this Agreement, without additional consideration, such further assurances, instruments and documents, and to take such further actions, as the County may reasonably request in order to fulfill the intent of this Agreement and the transactions contemplated by this Agreement.

SAMPLE CONTRACT
(PAGE 7 OF 7)

24. **Entire Agreement**.
This Agreement, its attachments, and essential documents (as provided in ¶ 1 above) represent the entire understanding of the parties with regard to the subject matter of this Agreement. There are no oral agreements, understandings, or representations made by any party to this Agreement that are outside of this Agreement and are not expressly stated in it. No supplement, modification, or amendment of this Agreement will be binding unless executed in writing by all parties.

By signing this Agreement, the parties acknowledge that they have read each and every page of this Agreement before signing same and that they understand and assent to all the terms thereof. In addition, by signing this Agreement, the parties acknowledge that they are entering into this Agreement freely and voluntarily and under no compulsion or duress.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date and year first written above.

[CONTRACTOR'S NAME]

By: _____

Witness:

By: _____

ROCKDALE COUNTY, GEORGIA
BOARD OF COMMISSIONERS

By: _____
JaNice Van Ness, Chair & CEO

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to Form:

By: _____
M. Qader A. Baig, County Attorney

ROCKDALE COUNTY GOVERNMENT
EQUAL BUSINESS OPPORTUNITY PROGAM

Rockdale County Government Equal Business Opportunity ("EBO") Program ordinance promotes opportunities for Historically Underutilized Businesses ("HUBs") and Small Business Enterprises ("SBEs") and protects all contracting applicants from unlawful discrimination. Under the EBO ordinance, bids for any project totaling $100,000 or more in value must demonstrate good faith efforts to make work available to HUBs and SBEs. The ordinance is aspirational and seeks to maximize contracting opportunities for HUBs and SBEs. Specific outreach and reporting requirements are detailed in the EBO Ordinance and accompanying EBO policy document adopted by the Rockdale County Board of Commissioners, both of which are attached here.

In accordance with the terms of the EBO ordinance, all contracting shall be awarded without regard to race, religion, color, creed, national origin, sex, age, or handicapping condition. No portion of the EBO ordinance requires contractors or subcontractors to make purchases of materials or equipment from HUBs who do not submit the lowest responsible, responsive bid.

Please refer to the attached EBO ordinance and EBO policy document for further details.

ROCKDALE COUNTY GOVERNMENT
EBO PROGRAM
CONTRACT COMPLIANCE REQUIREMENTS

AFFIDAVIT – SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION PLAN (UTILIZATION PLAN)

The Utilization Plan is designed to enhance the utilization of a Historically Underutilized Business (HUB) or a Small Business Enterprise (SBE) by a bidder/proposer, contractor, or vendor. The bidder/proposer **must** outline a plan of action to encourage and achieve diversity and equality in the available procurement and contracting opportunities with bid/proposal.

DETERMINATION OF GOOD FAITH

The Prime Contractor must demonstrate that they have made reasonable, good faith efforts to ensure that certified firms have had a full and fair opportunity to compete and win subcontracts on this project. The Prime Contractor is required to include all outreach attempts that would demonstrate a "Good Faith Effort" in the solicitation of sub-consultants/subcontractors.

Documentation of efforts made by the Prime Contractor regarding this project should be documented using the Subcontractor Contact Form.

AFFIDAVIT – CONTRACTOR ONLY USAGE

A contractor that performs all the work under a contract with its own workforce may submit an affidavit.

UTILIZATION REPORTING (Post Award)

The successful bidder/proposer will be required to report **all** payments to subcontractors, sub-consultants, and suppliers (if applicable) by the 15th day of the month to the EBO Administrator.

ROCKDALE COUNTY GOVERNMENT
AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal.** All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name _____

ITB/RFP Name & Number: _____

1. My firm, as **Prime** Bidder/Proposer on this scope of work/service(s) **is NOT**☐, **is**☐ a Historically Underutilized Business or Small Business Enterprise.

   Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:
   $_____ Or _____%

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

Business Name (a.)		**Business Name** (b.)	
% of JV		**% of JV**	
HUB or SBE Certified (Y or N)		**HUB or SBE Certified (Y or N)**	
Certified Agency		**Certified Agency**	
Date Certified		**Date Certified**	

3. Lists all Sub-Contractor/suppliers participating on the project and provide a description of the work to be executed.

Total Dollar Value of Certified Subcontractors: ($)

Total Percentage of Certified Subcontractors: (%)

AFFIDAVIT - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION (continued)

CERTIFICATION: The undersigned certifies that he/she has read, understands, and agrees to be bound by the Bid/Proposer provisions. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature:_____ **Title**:_____

Business or Corporate Name:_____

Address:_____

_____

Telephone: ( )_____

Fax Number: ( )_____

Email Address:_____

ROCKDALE COUNTY GOVERNMENT
UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report **all** payments to the prime contractor, subcontractors, and sub-consultants (if applicable) during the project by the 15th day of the month to the EBO Administrator.

Subcontractor or Supplier information

ITB or RFP #	Name	Contact Name	Contact Email Address	Contact Phone	Payment amount	Date of payment	Payment Method

Issues:

Vendor Name: _____

Printed Signature:
_____

Date:
_____

Title_____

INTERNAL USE ONLY

Verified _____

Any Issues _____

Verified by _____

ROCKDALE COUNTY GOVERNMENT

Subcontractor Contact Form

Good Faith Effort - Must also include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of Historically Underutilized Businesses or Small Business Enterprises.

Subcontractor/Supplier	Business Address	Contact Name	Contact Email Address	Contact Phone	Scope of Work Solicited for Project	HUB or SBE Certification Designation	Result of Contact	Date of Contact

Company Name: _____ **Project # & Title:** _____

Printed Signature: _____ **Date:** _____

Title_____

INTERNAL USE ONLY

Date information verified _____

Any Issues _____

Verified by _____

Ordinance #: 2024-11

AN ORDINANCE AMENDING DIVISION 3 OF ARTICLE VI OF CHAPTER 2 OF THE CODE OF ROCKDALE COUNTY, GEORGIA PROVIDING AUTHORIZATION FOR AN EQUAL OPPORTUNITY PROGRAM FOR ROCKDALE COUNTY

WHEREAS, it is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses;

WHEREAS, the Rockdale County Board of Commissioners promulgates this ordinance as the official policy of Rockdale County.

NOW, THEREFORE BE IT ORDAINED by the Board of Commissioners of Rockdale County, Georgia, and it is, hereby, ordained by the authority of same, as follows:

That Division 3 of Article VI of Chapter 2 of the Code of Rockdale County, Georgia be amended, to create, as follows:

"**Section 2-221**. Equal Business Opportunity Program"

A. As used in this section:

1. The term "Contracting Authority" means any board, commission, body, or subdivisions of Rockdale County that exercises any authority to award a contract through a formal bidding process.

2. The term "Historically Underutilized Businesses" means a firm that is an independent and continuing enterprise for profit:

    a. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and

    b. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.

3. The term "minority person" means a person who is a citizen or lawful permanent resident of the United States and who is:

    a. Black, that is, a person having origins in any of the black racial groups in Africa;

    b. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;

c. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;

d. Native American, that is, a person having origins in any of the original Indian peoples of North America; or

e. Female.

4. The term "socially and economically disadvantaged individual" means a person who is a citizen or lawful permanent resident of the United Stated and who is:

a. A veteran of the armed forces of the United States;

b. Physically or mentally disabled in a manner that substantially limits one or more of the major life activities of a person; or

c. Capable of demonstrating some other form of economic or social disadvantage, as articulated in 13 CFR § 124.104.

5. The term "Small Business Enterprises" means a firm that is an independent and continuing enterprise for profit for which the gross revenues or number of employees, inclusive of any affiliates as defined by 13 CFR 121.103, does not exceed the size standard for its industry as defined by 13 CFR 121.201 (as further explained in 13 CFR 121.104 through 121.107), and is certified as such.

B. It is the policy of Rockdale County to encourage maximization of contracting opportunities with Historically Underutilized Businesses.

C. All Contracting Authorities shall strive to maximize contracting opportunities with Historically Underutilized Businesses. Where feasible, preference should be given to such businesses that are in Rockdale County or that employ a majority of their workforce in Rockdale County.

D. All Contracting Authorities shall establish prior to solicitation of bids for any project totaling $100,000 or more, the good faith efforts that it will take to make it feasible for Historically Underutilized Businesses to submit successful bids or proposals for the contract. Each first-tier subcontractor shall comply with the requirements applicable to contractors under this subsection.

E. Each bidder for a contract from a Contracting Authority shall identify on its bid the Historically Underutilized Businesses that it will use in fulfilling the contract and an affidavit listing the good faith efforts it has made pursuant to Subsection (G) of this section and the total dollar value of the bid that will be performed by the Historically Underutilized Businesses. A contractor that performs all the work under a contract with its own workforce may submit an affidavit to that effect in lieu of the affidavit otherwise required under this subsection. The apparent lowest responsible, responsive bidder shall also file the following:

1. Within the time specified in the bid documents, either:

    a. An affidavit that includes a description of the portion of work to be executed by Historically Underutilized Businesses, expressed as a percentage of the total contract price, which is equal to, or more than the applicable goal of contracts being awarded to Historically Underutilized Businesses annually, as set in Section III of the accompanying policy and procedures document. An affidavit under this sub-subdivision shall give rise to a presumption that the bidder has made the required good faith or effort; or

    b. Documentation of its good faith effort to meet the goal. The documentation must include evidence of all good faith efforts that were implemented, including any advertisements, solicitations, and evidence of other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract.

2. Within 30 days after awarding the contract, a list of all identified subcontractors that the contractor will use on the project.

Failure to file a required affidavit or documentation that demonstrates that the contractor made the required good faith effort is grounds for rejection of the bid.

F. No subcontractor who is identified and listed pursuant to Subsection (E) of this section may be replaced with a different subcontractor except:

1. If the subcontractor's bid is later determined by the contractor to be nonresponsible or nonresponsive, or the listed subcontractor refuses to enter into a contract for the complete performance of the bid work, or

2. With the approval of the Contracting Authority for good cause.

G. Before awarding a contract, the Contracting Authority shall do the following:

1. Develop and implement a Historically Underutilized Business participation outreach plan to identify Historically Underutilized Businesses that can perform necessary services and to implement outreach efforts to encourage Historically Underutilized Business participation in these projects.

2. At least 10 days prior to the scheduled day of bid opening, notify Historically Underutilized Businesses that have requested notices from the Contracting Authority and Historically Underutilized Businesses that otherwise indicated to the County an interest in the type of work being bid or the potential contracting opportunities listed in the proposal. The notification shall include the following:

    a. A description of the work for which the bid is being solicited.

    b. The date, time, and location where bids are to be submitted.

c. The name of the individual within the public entity who will be available to answer questions about the project.

d. Where bid documents may be reviewed.

e. Any special requirements that may exist.

3. Utilize other media, as appropriate, likely to inform potential Historically Underutilized Businesses of the bid being sought.

H. The Contracting Authority may designate certain procurement projects or contracts as available for bid and award only to certified Small Business Enterprises. The small business reserve designation for a particular project is discretionary on the part of the Contracting Authority and should be applied only where there is a reasonable expectation that there will be at least three responsible and responsive bids for certified Small Business Enterprises and that the award will be made at a fair market price/value. To obtain a small business reserve program project, the bidding Small Business Enterprise must self-perform a significant percentage of the contracted work (a minimum of 50 percent).

I. All Contracting Authorities shall award contracts without regard to race, religion, color, creed, national origin, sex, age, or disability status. Nothing in this section shall be construed to require contractors or awarding authorities to award contracts or subcontracts to or to make purchases of materials or equipment from Historically Underutilized Business who do not submit the lowest responsible, responsive bid or bids.

J. Each Contracting Authority shall submit to the Board an annual report demonstrating compliance with this code section.

K. Nothing herein shall apply to any contracts solicited or awarded before the passage of this code section.

L. For any projects involving the use of federal funds, no term of this ordinance shall apply if it conflicts with the requirements imposed under federal law for that project.

M. If any provision or clause of this code section or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this code section which can be given effect without the invalid provision or application, and to this end the provisions of this code section are declared to be severable.

N. The terms of this ordinance shall expire five years from the date of its enactment if not renewed by the Rockdale County Board of Commissioners.

Adopted this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____
Sherri L. Washington, Commissioner Post I

By: _____
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By: _____
Jennifer Rutledge, County Clerk

First Reading: 9/27/2024
Second Reading: Waived

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney

Policy # 2023-1-27
As Amended

EQUAL BUSINESS OPPORTUNITY

This document provides guidelines for implementation of the County's Equal Business Opportunity ordinance, which encourages maximization of contracting opportunities with Historically Underutilized Businesses.

I. PURPOSE

The purpose of these policies and procedures is to provide guidelines for implementation of the Rockdale County Equal Business Opportunity ("EBO") ordinance. [Ord. No. O-2024-11]

II. DEFINITIONS

All terms used herein shall have the definitions provided in the EBO ordinance.

III. EBO MAXIMIZATION GOAL

To maximize contracting opportunities with Historically Underutilized Businesses, Contracting Authorities shall strive for a goal of at least fifteen percent (15%) of contracts being awarded to Historically Underutilized Businesses annually. This goal shall be measured by the total value of work for each County project, including projects done by a private entity on a facility to be leased or purchased by the County.

IV. ADMINISTRATION

A. Administration of the EBO ordinance shall be done by the Finance department of Rockdale County (the "EBO Administrator").

B. Prior to solicitation of bids for any project totaling $100,000 or more, the EBO Administrator must have its Historically Underutilized Business participation outreach plans.

C. Following solicitation of bids for any project totaling $100,000 or more, the the EBO Administrator must have on file a report of its compliance with the Historically Underutilized Business participation outreach plan submitted pursuant to subsection B.

D. The EBO Administrator shall prepare an annual report to the Rockdale County Board of Commissioners detailing all contracts solicited and all contracts awarded pursuant to the EBO ordinance. This report shall include the value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

V. CERTIFICATION

A. To demonstrate a firm's qualifications as a Historically Underutilized Business, Rockdale County will accept:

1. Certification from the State of Georgia, City of Atlanta, or any local, state, or federal government agency;

2. Certification from any private party accredited to provide business certification; or

3. Self-certification as sworn to in a notarized statement or affidavit under penalty of perjury, with any accompanying documentation.

VI. OUTREACH ACTIVITIES

A. Outreach activities that can be part of a Historically Underutilized Business participation outreach plans include, but are not limited to, the following:

1. Attending trade fairs;

2. Hosting business workshops;

3. Hosting pre-bid conferences;

4. Advertising; and

5. Any other activities reasonably likely to increase participation in the bidding process by Historically Underutilized Businesses.

VII. GOOD FAITH EFFORTS

A. The Contracting Authority shall require bidders to undertake the following good faith efforts, where applicable:

1. Contacting Historically Underutilized Businesses that reasonably could have been expected to submit a quote and that were known to the Contracting Authority lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed.

2. Making the plans, specifications and requirements available for review by prospective Historically Underutilized Businesses or providing these documents to them at least 10 days before the bid or proposals are due.

3. Breaking down or combining elements of work into economically feasible units to facilitate participation by Historically Underutilized Businesses.

4. Working with organizations for Historically Underutilized Businesses that provide assistance in recruitment of Historically Underutilized Businesses.

5. Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors.

6. Negotiating in good faith with interested Historically Underutilized Businesses and not rejecting them as unqualified without sound reasons based on their capabilities.

Any rejection of a Historically Underutilized Businesses based on lack of qualification should have the reasons documented in writing.

7. Providing assistance to an otherwise qualified Historically Underutilized Businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting Historically Underutilized Businesses in obtaining the same unit pricing as the bidder's suppliers to help Historically Underutilized Businesses in establishing credit.

8. Negotiating joint venture and partnership arrangements with Historically Underutilized Businesses to increase opportunities for Historically Underutilized Businesses to participate in County projects when possible.

9. Providing quick pay agreements and policies to enable Historically Underutilized Business contractors and suppliers to meet cash-flow demands.

VIII. SUBCONTRACTING

Every contract awarded pursuant to the process outlines in the EBO ordinance shall include a provision requiring all first-tier subcontractors to comply with the requirements applicable to contractors under the EBO ordinance.

IX. INCORPORATION

A bidder's commitment to abide by the terms of the EBO ordinance, and the good faith efforts it intends to undertake, shall be incorporated into the terms of any contract awarded to that bidder.

X. SMALL BUSINESS ENTERPRISE

A. A Small Business Enterprise may be certified in the following ways:

1. a filed letter or other documentation from the United States Small Business Administration that establishes that the firm is certified as an 8(a) firm, small business enterprise, small disadvantaged business enterprise, or HUBZone firm;

2. a letter or other documentation from the City of Atlanta, MARTA, or Georgia Department of Transportation (GDOT) that establishes that the firm is certified as a DBE; or

3. small business certification from a certifying agency within Georgia that applies the small business size standards consistent with or less than the applicable revenue and employment size standards for small businesses established by the United States Small Business Administration and meets other county criteria related to SBE certification.

XI. REPORTING

A. The EBO Administrator shall be responsible to provide an annual report to the Contracting Authority which shall include the following:

1. A listing of all contracts awarded in in the prior year, including the dollar value of each contract for both prime contractors and subcontractors;

2. For each contract listed, the efforts taken, if any, to award the contract to a Historically Underutilized Business or Small Business Enterprise;

3. Whether each contract was ultimately awarded to a Historically Underutilized Business or Small Business Enterprise; and

4. The value of all contracts awarded to Historically Underutilized Businesses or Small Business Enterprises as both prime contractors and subcontractors.

B. Each contractor must report payments made to the Historically Underutilized Business subcontractors to the County on a monthly basis by no later than the 15th of the month.

Approved this 27th day of August, 2024.

Rockdale County, Georgia
Board of Commissioners

By: _____
Osborn Nesbitt, Sr., Chairman

By: _____
Sherri L. Washington, Commissioner Post I

By: _____
Dr. Doreen L. Williams, Commissioner Post II

Attest:

By: _____
Jennifer Rutledge, County Clerk

Approved as to form:

By: _____
M. Qader A. Baig, County Attorney

BIDDER'S CHECKLIST

_____ **THREE (3) HARDCOPIES (one original, two photocopies) and ONE (1) FLASH DRIVE (containing a copy in Adobe PDF format) of the following documents: all documents shall be fully completed, signed, and dated:**

- _____ **Bid Specifications (See Pages 10-37)**
- _____ **Bid Form (See Pages 38-40)**
- _____ **All Applicable Affidavit Forms (See Page 41)**
- _____ **Local Vendor Preference Policy (If Applicable) - (See Page 47)**
- _____ **Contractor's Qualifications Statement & Questionnaire (See Pages 42-46)**
- _____ **Equal Business Opportunity Forms (See Pages 55-69)**
- _____ **Proof of Business License**

The purpose of this checklist is to remind bidders of the documents generally required for the bid submittal. It is the bidder's responsibility to include additional documents requested in the bid that may not be shown on the checklist, if applicable.