



PHONE (229) 431-3211
FAX (229) 431-2184

SALES TAX #047-175701
FED. EXEMPTION #58-
6000817

INVITATION TO BID

•This is NOT an Order•

BID REF: **#25-029R**

DATE: **04/15/2025**

REQUESTING DEPARTMENT:

**ALBANY FIRE
DEPARTMENT**

DELIVER ORDERS TO:

**320 N. JACKSON ST.
ALBANY, GA 31701**

MICHAEL EATON

MICHAEL EATON, CFO

Joshua Williams

Joshua Williams,
Procurement Manager

PREBID CONFERENCE:

NA

QUESTIONS DEADLINE:

5:00PM ON 04/30/2025

BID DEADLINE:

2:30PM ON 05/14/2025

QUESTIONS SUBMITTED ↑ **AFTER THIS DATE** ↑ MAY NOT BE ANSWERED.

ALL QUESTIONS ARE TO BE SUBMITTED IN WRITTEN FORM TO: jswilliams@albanyga.gov;
cc:kross@albanyga.gov

CONDITIONS and REQUIREMENTS

	% BID BOND REQUIRED	X	PRICES FIRM FOR ONE YEAR
	STATE BRAND & STOCK NUMBER BID		ATTACH MANUFACTURER SPECIFICATIONS
X	STATE DELIVERY TIME FOR EACH ITEM BID (ARO).		SAMPLE REQUIRED WITH BID
X	ANNUAL REQUIREMENT		F.O.B. ALBANY, GA.- FREIGHT PREPAID & INCLUDED IN PRICE

EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
	The City of Albany is seeking a firm price one-year contract to provide Firefighting Turnout Uniforms for the Albany Fire Department as needed during the contract term with an option to renew for two (2) additional one-year terms per GA Law 36-60-13 for multi-year contracts.		
	PLEASE INCLUDE ANY FREIGHT CHARGES THAT MAY APPLY TO THE ORDERING OF THE ITEMS BID. PLEASE INCLUDE WARRANTY INFORMATION WITH THE BID. IF A PERIODIC OVERHAUL IS REQUIRED TO KEEP THE WARRANTY IN EFFECT, INCLUDE THE COST OF THE OVERHAUL IN THE BID. UPON DELIVERY, A REPORT SHALL BE PROVIDED WITH EACH UNIT TO VERIFY THE UNITS ARE IN OPTIMUM FUNCTIONING CONDITION. UNITS MUST MEET NFPA 1851 COMPLIANT.		
	* NO FEES, SURCHARGES OR ADDITIONAL CHARGES MAY BE ADDED. PLEASE INCLUDE ALL RELEVANT COST IN YOUR BID PRICING.		
	The awarded vendor will be required to come to the site to properly size and fit all personnel.		
150	INNOTEX ENERGY Firefighting Turnout Coats as per specifications on page 7	\$	\$
150	INNOTEX ENERGY Firefighting Turnout Pants as per specifications on page 8	\$	\$
		Grand Total	\$

BIDDER INFORMATION

FEDERAL TAX ID # _____	FIRM NAME _____	PHONE _____
TERM DISCOUNT: NET _____ %	ADDRESS _____	FAX _____
CHECK IF NEW ADDRESS <input type="checkbox"/>	CITY/STATE/ZIP _____	EMAIL _____
Must Be Signed By An Authorized Representative 		SIGNATURE _____

**CITY OF ALBANY
PROCUREMENT DIVISION
FINANCE DEPARTMENT
ALBANY, GEORGIA
INSTRUCTIONS TO BIDDERS**

These instructions will bind bidders to terms and conditions herein set forth, except as specifically qualified in special bid and contract terms issued with any individual bid.

1. The following criteria are used in determining low responsible bidder.
 - (a) The ability, capacity and skill of bidder to perform required service.
 - (b) Whether bidder can perform service promptly or within specified time.
 - (c) The character, integrity, reputation, judgment, experience and efficiency of bidder.
 - (d) The performance of previous contracts.
 - (e) The suitability of equipment or material for City use.
 - (f) The ability of bidder to provide future maintenance and parts service.
2. Payment terms are Net 30 unless otherwise specified. Favorable term discounts may be offered and will be considered in determining low bids if they are deemed advantageous to The City.
3. Unless otherwise specified all materials, supplies or equipment quoted herein must be delivered within thirty (30) days from date of notification of award or by exception noted on bid sheet.
4. Prospective bidders are responsible for examining the location of the proposed work or delivery and determining, in their own way, the difficulties, which are likely to be encountered in the execution of same.
5. The ESTIMATED QUANTITY given in the specifications or advertisement is for the purpose of bidding only. The City may purchase more or less than the estimated quantity, and the bidder must not assume that such estimated quantity is part of the contract.
6. All bids should be tabulated, totaled and checked for accuracy. The unit price will prevail in case of errors.
7. All requested information should be included in the sealed bid envelope. All documents and information must be signed and included for your bid to receive full consideration. **Failure to submit any required information or document will be cause for bid to be rejected as non-responsive.**
8. Failure of the bidder to sign the bid document or have the signature of any authorized representative or agent on the bid **in the space provided will be cause for rejection of the bid.** Signature(s) must be written in ink.
9. Failure to enclose bid bond, where required, **will result in rejection of the bid.** Bond may be in the form of cash, certified check, cashier's check or Surety Bond issued by a Surety Company licensed to conduct business in Georgia.
10. **All bidders should provide their tax identification number with the bid.**
11. All bidding Corporations should provide the corporate seal, a copy of the Secretary of State's Certificate of Incorporation, and a listing of the principals of the corporation with the bid.
12. Quote all prices F.O.B. Albany or our warehouse or as specified in bid documents.
13. If the bidder proposes to furnish any item of a foreign make or product, he/she should write "Foreign" together with the name of the originating country opposite such item on the bid.
14. When requested, SAMPLES will be furnished free of expense, properly marked for identification and accompanied by list where there is more than one sample. The City reserves the right to mutilate or destroy any samples submitted whenever it may be in the best interests of The City to do so for the purpose of testing.
15. The City will reject any material, supplies or equipment that do not meet the specifications, even though bidder lists the trade name or names of such materials on the bid or price quotation form.
16. Any alterations, erasures, additions or omissions of required information or any changes of specifications, or bidding schedule are done at the risk of the bidder. Any bid will be rejected that has a substantial variation, such as a variation that affects the price, quality or delivery date (when delivery is required by a specific time).
17. Each bid or proposal will be submitted in a **SEALED ENVELOPE**. Additionally, that envelope shall be clearly marked on the outside as a **Sealed Bid** with the **Bid Number** clearly printed.
18. Bids **must** be received and stamped by the Procurement Office before the date and time stipulated in bid documents. The City of Albany assumes no responsibility for submittals received after the advertised deadline or at any office or location other than that specified herein, whether due to mail delays, courier mistake, mishandling, or any other reason. No responsibility will attach to any City representative or employee for premature opening of bids not properly addressed or identified.
19. If only one bid is received, the bid may be rejected and/or re-advertised, except in the case of only one known source of supply.
20. Bids received late will not be accepted, and The City will not be responsible for late mail delivery.
21. Should a bid be misplaced by The City and found later it will be considered.
22. The unauthorized use of patented articles is done entirely at the risk of the bidder.
23. All bidders must be recognized and authorized dealers in the materials or equipment specified and be qualified to instruct in their application or use. A bidder at any time requested must satisfy the Procurement Office and City Commission that he has the requisite organization, capital, plant, stock, ability and experience to satisfactorily execute the contract in accordance with the provisions of the contract in which he is interested.
24. Only the latest model equipment as evidenced by the manufacturer's current published literature will be considered. Obsolete models of equipment not in production will not be acceptable. Equipment shall be composed of new parts and materials. Any unit containing used parts or having seen any service other than the necessary tests will be rejected. In addition to the equipment specifically called for in the specifications, all equipment catalogued by the manufacturer as standard or required by the State of

Georgia shall be furnished with the equipment. Where required by the State of Georgia Motor Vehicle Code, vehicles shall be inspected and bear the latest inspection sticker of the Georgia Department of Revenue.

25. All materials, equipment and supplies shall be subject to rigid inspection, under the immediate supervision of the Procurement Officer and/or the Department to which they are delivered. If defective material, equipment or supplies are discovered, the contractor, upon being instructed by the Procurement Officer, shall remove, or make good such material, equipment or supplies without extra compensation. It is expressly understood and agreed that the inspection of materials by The City will in no way lessen the responsibility of the contractor or release him from his obligation to perform and deliver to The City sound and satisfactory materials, equipment or supplies. The contractor agrees to pay the cost of all tests on defective material, equipment or supplies or allow the cost to be deducted from any monies due him by The City.
26. For multi-year contracts the following clauses pursuant to OCGA 36-60-13 apply: (1) The contract shall terminate absolutely and without further obligation on the part of The City or County at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed; (2) The contract may provide for automatic renewal unless positive action is taken by The City or County to terminate such contract, and the nature of such action shall be determined by The City or County and specified in the contract; (3) The contract shall state the total obligation of The City or County for the calendar year of execution and shall further state the total obligation which will be incurred in each calendar year renewal term, if renewed; and (4) The contract shall provide that title to any supplies, materials, equipment, or other personal property shall remain in the vendor until fully paid for by The City.
27. Unless otherwise specified The City reserves the right to award each item separately or on a lump sum basis, whichever is in the best interest of The City.
28. The successful bidder shall secure all permits, license certificates, inspections (permanent and temporary) and occupational tax certificate, if applicable, before any work can commence. Contractor as well as any and all known subcontractors must possess or will be required to obtain a City of Albany Occupational Tax Certificate or Registration.
29. The successful bidder on motor vehicle equipment shall be required to furnish with delivery of vehicle, Certificate of Origin and Georgia vendors shall provide Georgia Motor Vehicle form MV1.
30. The City reserves the right to reject any and all bids, to waive any informalities in the bid process, and to award the contract as may be in the best interest of the City and/or re-advertise for bids.
31. Local bidder (domiciled in Albany City Limits) will receive bid in the event of tie bids. In the case of tie bids between out of town companies or between local concerns, evaluated as equal, bid will be recommended or awarded by chance coin toss, or drawing straws. **The Board of Commissioners passed a local preference ordinance on January 27, 2015. Where applicable, this ordinance will govern. Local preference will not be a basis for award on bids that are federally funded.**
32. No bidder writing restrictive specifications for The City will be allowed to bid on the project.
33. Reasonable grounds for supposing that any bidder is interested in more than one bid for the same item will be considered sufficient cause for rejection of all bids in which he/she is interested.
34. A contract **will not** be awarded to any corporation, firm or individual who is, from any cause, in arrears to The City/County or who has failed in any former contract with The City to perform work satisfactorily, either as to the character of the work, the fulfillment of the guarantee, or the time consumed in completing the work.
35. It is mutually understood and agreed that if any time the Procurement Officer shall be of the opinion that the contract or any part thereof is unnecessarily delayed or that the rate of progress or delivery is unsatisfactory, or that the contractor is willfully violating any of the conditions or covenants of the agreement, or is executing the same in bad faith, the Procurement Officer shall have the power to notify the aforesaid contractor of the nature of the complaint. Notification shall constitute delivery of notice, or letter, to address given in bid/proposal. If after three working days of notification the conditions are not corrected to the satisfaction of the Procurement Officer, he shall thereupon have the power to take whatever action he may deem necessary to complete the work or delivery herein described, or any part thereof, and the expense thereof, so charged, shall be deducted from any paid by The City out of such monies as may become due to the said contractor, under and by virtue of this agreement. In case such expense shall exceed the last said sum, then and in that event, the bondsman or the contractor, his executors, administrators, successors, or assigns, shall pay the amount of such excess to The City on notice by the Procurement Officer of the excess due.
36. Contracts may be cancelled by The City with or without cause with 30-day written notice.
37. Any complaint from bidders relative to the Invitation to Bid or any attached specifications should be made prior to the time of opening of bids, otherwise such complaint cannot be properly considered.
38. Any bidder may withdraw his bid at any time before the time set for opening of bids. No bid may be withdrawn without cause in the 60-day period after bids are opened.
39. All questions, inquiries and requests for clarification shall be directed to Procurement.
40. **Prior to submission, all bidders are encouraged to check the website at www.albanyga.gov or call the Procurement Office at 229-431-3211 for any addendums.**

PROCUREMENT FORM - Revised 11/18/2021

SUBMIT WITH BID

CERTIFICATION OF NON-COLLUSION

The bidder being sworn, disposes and says, _____

The Contractor submitting this certification and its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

SUBMIT WITH BID

GOVERNING LAW AND VENUE

Contractor agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

****COMPLETE AND SUBMIT****

Advertisement Form

For All Firms Participating in the bid please answer questions below:

Please let us know how you heard about the BID/RFP advertisement by selecting one of the following.

1. Internet/Social Media to include Facebook, Twitter, etc. Yes____ No____
2. City of Albany website Yes____ No____
3. City of Albany local access channel (channel 16) Yes____ No____
4. Georgia Procurement Registry Yes____ No____
5. Other: _____

Please indicate if you are a DBE: Yes____ No____

DATE: _____

COMPANY NAME: _____

AUTHORIZED REPRESENTATIVE NAME: _____

TITLE: _____

SIGNATURE: _____

Turnout Gear Coat Specifications for The Albany Fire Department

GEAR MUST MEET THE CURRENT NFPA COMPLIANCE LEVELS

1. Style: Velocity Coat Compliance Level: NFPA 1971-2018 Coat Length: 32" Style – Single color outer shell with single metabolic zone (Thermal Barrier)
2. PBI Flex 7, Aramid/PBI Blend, 6.9 osy – Natural
3. Stedair 4000, 5.5 osy
4. Caldura SL2i (2.3 osy & 1.5 osy aramid non-woven) 7.7 osy
5. 3M Scotchlite 3" segmented (triple trim) – Yellow Grey
6. Trim Patter: New York Style
7. Zipper closure system (VISLON)
8. Semi bellows pockets (pair) – (8"x9") – Lined with Kevlar twill reinforcement.
9. Radio pocket (unit) – lined with Neoprene reinforcement.
10. Energy flap with hole on left and right Grabber
11. Position: Radio pocket: H:7 x L: 4 x D:2 (dimensions in inches) Position B
12. Inside pocket (7.5"x8") with hook & loop (1"x3") unit – regular
13. Hand-warmer pockets with Nomex FR polar fleece (pair)
14. Reinforcement on elbow – Neoprene reinforcement on liner
15. Kevlar handguard with thumbhole – Natural
16. Vented back protection Airflow
17. Mic loop/P.A.S.S. loop/3 units/Right Chest/Left Chest/ Front Flap
18. LETTERING:

Letter Application Style: Name Direct Lettering 3in 3M Scotch lite
Lime/Yellow Solid Text: ALBANY FIRE

Top yoke (OK to use 2" letters on smaller coats)

Letter Application Style: Name Direct Lettering 3in 3M Scotch lite
Lime/Yellow Solid

Text: DEPARTMENT

Below "ALBANY FIRE" (OK to use 2" letters on smaller coats)

Letter Application Style: Name Tail Patch w/ Leader Snaps 3in 3M Scotch lite
Lime/Yellow Solid

See TEXT1 information in the comments section for garment specific
spelling details. At hem of coat

Turnout Gear Pant Specifications for The Albany Fire Department

GEAR MUST MEET THE CURRENT NFPA COMPLIANCE LEVELS

1. Style: Velocity Trousers w/ Angled Cuff Semi-High Back w/ Integrated Belt Compliance Level: NFPA

1971-2018

2. Big boot leg- Regular waist – single color outer shell with single metabolic zone (Thermal Barrier)
3. PBI Flex 7, Aramid/PBI Blend, 6.9 osy – Natural
4. Stedair 4000, 5.5 osy
5. Caldura SL2i (2.3 osy & 1.5 osy aramid non-woven) 7.7 osy
6. 3M Scotchlite 3” segmented (triple trim) – yellow grey
7. Trim Pattern: Standard NFPA
8. Zipper Closure system (Vislon)
9. Full bellows pockets (pair) – (10”x10”x2) lined with Kevlar twill reinforcement.
10. Divider pocket for full bellow pockets only (unit)
11. Position: Pocket divider 1: Right pocket 50/50
12. EMK (Enhanced Mobility Knee) in polymer coated aramid – with closed cell FR blend sponge foam (gold reinforcement)
13. Deluxe cotton suspenders (H style)
14. Nomex belt (2-sides adjustment)
15. Belt loops (6 units) 3’x2’/6 units
16. Polymer coated aramid color: Gold

****COMPLETE AND SUBMIT****

INDEMNITY AGREEMENT

This indemnity agreement made and entered into in favor of CITY OF ALBANY ("ALBANY"), a municipal corporation, by _____.

WHEREAS, _____ has submitted a bid to ALBANY so as to provide

NOW, THEREFORE, as an additional consideration in ALBANY awarding the bid to

_____ agrees to indemnify and hold harmless ALBANY, its agents, principals, officers, and employees, their successors and assigns, individually and collectively, with respect to all third party claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of any alleged negligence of its officers, agents, or employees in connection with the product or services involved in the bid; provided this indemnity shall not extend to any damage, injury or loss due to ALBANY's sole negligence or willful injury. _____ shall reimburse ALBANY for reasonable attorney fees and expenses of ALBANY in defending all such claims and shall also be responsible for payment of all judgements.

WITNESS THE HAND AND SEAL of the _____ pursuant to proper corporate authority
____ day of _____, 2024.

[CORPORATE NAME]

By: _____

Title _____

Attest: _____

Title _____

[Affix Corporate Seal]

**CONTRACT
TURN-OUT GEAR
FIRE DEPARTMENT
Bid Reference Number 25-029R**

THIS AGREEMENT, made as of the _____ day of _____, 20____, by and between The City of Albany, Ga., (Party of First Part, hereinafter called the Owner) and
Bid Ref. #25-029R

_____, (Party of the Second Part, hereinafter called the Contractor).

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said Owner, for the consideration herein mentioned in his bid and under the penalty expressed in bid document, hereto attached, to furnish all equipment, tools, and materials, skill and labor of every description necessary to carry out and complete in good, firm, and substantial workmanlike manner, the specified work in strict conformity with the drawings and specifications hereinafter set forth which together with the foregoing bid made by the Contractor, the Notice to Contractors, Instructions to Bidders, General Conditions, Addenda, Special Provisions and this Agreement, shall all form essential parts of the Agreement. The work covered by this Agreement includes all work shown on drawings and specifications and listed in the attached bid.

The Owner shall pay, and the Contractor shall receive the **LUMP SUM BASIS** stipulated in the Bid for **Turn-Out Gear** as full compensation for everything furnished and done by the Contractor under this Contract. The lump sum total of \$_____ shall be paid in thirty (30) day increments in the manner and according to the terms specified in the Contract Documents, included in the Contractor's periodic estimate. If the Contractor shall not have submitted evidence satisfactory to the Owner that all payrolls, material bills, and other indebtedness connected with the work have been paid, the Owner may withhold, in addition to the retained percentages, such amount or amounts as may be necessary to pay just claims for labor, services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by the Owner, to the payment of just claims.

Contractor is required to provide acceptable proof of insurance coverage. Acceptable proofs are a Certificate of Insurance with Additional Insured Endorsement (a Certificate of Insurance by itself is not acceptable) or Declaration Pages of the insurance policies listed which show the City of Albany as additional insured. The insurance company must be authorized to provide insurance in the State of Georgia. Required Insurance Policies and Endorsements are: Commercial General Liability of at least **\$1,000,000** for bodily injury and property damage with the City of Albany as additional insured, Automobile/Vehicle Liability of at least **\$500,000** each occurrence for bodily injury and property damage covering owned, non-owned, leased and hired autos/vehicles with the City of Albany as additional insured and Worker's Compensation in the statutory limits of Georgia and Employers' Liability with limits of liability of no less than **\$100,000** of each accident/disease. These policies must also contain a waiver of subrogation in favor of the City of Albany. All insurance policies must provide that the City of Albany will be notified within 30 days of any changes, restrictions and/or cancellation. If applicable, Professional Liability in addition to above requirements, of at least **\$500,000** each claim. Proof of insurance must be submitted to the Procurement Division and approved by Risk Management prior to performance of any work.

Contractor agrees that as to any actions or proceedings arising out of or related to this agreement, any such proceedings shall be governed and determined by Georgia Law.

Contractor further agrees that as to any actions or proceedings arising out of or related to this agreement, any such action or proceeding shall be resolved only in an appropriate court located in Dougherty County, Georgia.

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees, their successors and assigns, individually and collectively, with respect to all claims, demands or liability for any injuries to any person (including death) or damage to any property arising out of the activities of contractor or based on alleged negligence of contractor, its officers, agents, or employees and contractor shall defend against all such claims and pay all expenses of such defense, including attorney

fees, and all judgments based thereon; provided that this obligation shall not extend to any damage, injury or loss due to the negligence of the City.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in quadruplicate this ____ day of _____, 20__.

CITY OF ALBANY, GA.
(Owner)

BY: _____
AUTHORIZED SIGNATURE

(Title)

(Contractor)

By: _____

(Title)

(SEAL)

(Witness)

(Witness)

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract Number & Contract Name	

CONTRACTOR AFFIDAVIT

I understand that the City of Albany may not enter into a contract with _____(Name of Corporation) unless it has registered and does participate in the Federal Work Authorization Program defined in O.C.G.A. § 13-10-90(2), to-wit" (2) "Federal work authorization program" means any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the **City of Albany** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the contract period and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with sub-Contractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13- 10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct.

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

Approved 10/23/2020