



REQUEST FOR PROPOSALS

Gas Mask

**For
Cabarrus County Sheriff's Office**

NOTICE IS HEREBY GIVEN that Cabarrus County Sheriff's Office is requesting proposals for

Cabarrus County Sheriff's Office will receive such proposals via U.S. Postal Service, Commercial Carrier, or by Hand in the office of and addressed to:

***Benita Conrad
Cabarrus County Sheriff's Office
Finance Coordinator***

***30 Corban Avenue, SE
PO Box 525
Concord, NC 28026-0525***

REQUEST FOR PROPOSALS

for
Cabarrus County

GENERAL SPECIFICATIONS & INSTRUCTIONS TO BIDDERS

Schedule:

<i>Request for Proposals</i>	April 8, 2025
<i>Deadline for Questions</i>	April 15, 2025
<i>Deadline for Receipt of Proposals</i>	April 16, 2025, at 1:00 pm
<i>Proposed date of Award</i>	April 16, 2025
<i>Purchase Order in place</i>	April 17, 2025

Purpose:

The purpose of this document is to provide general and specific information for use by vendors in submitting a proposal.

Submittal Criteria:

How to Prepare Responses:

All proposals shall be submitted **in duplicate: One (1) copy.**

Each proposal constitutes an offer and may not be withdrawn except as provided herein. Prices are to remain firm for the period stated in the Request for Proposal specifications. All proposal become property of the Sheriff's Office.

How to Submit Responses: All proposal responses shall be:

Submitted in a sealed envelope with the following information written on the outside of that envelope.

- The proposer's vendor name
- Identification of the equipment, supply and/or service for which the proposal is submitted as indicated at the top of the cover letter to the Request for Proposal document.

Mailed or delivered to the address shown below for receipt by the County on or before time specified in cover letter.

Mailing Address:
30 Corban Avenue, SE
PO Box 525

Concord, NC 28026-0525

Proposals not received by the time and date specified in the first paragraph of the letter of invitation will not be opened or considered, unless the delay is a result of the negligence of the County, its agents, or assigns.

Errors in Proposals:

Any vendor or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals. Failure to do so will be at the proposer's own risk.

Standards for Acceptance of Proposal for Award of Contract: Cabarrus County Sheriff's Office reserves the right to reject any or all proposals and to waive any irregularities or technicalities in proposals received whenever such rejection or waiver is in the best interest of the County. The award shall be made to the lowest responsible proposer taking into consideration, quality, performance and the time specified in the proposals for the performance of the contract. Where the contract is for a service, the award may be made to the responsible proposer(s) that best meet the needs and interests of the County.

Compliance with Laws: The vendor shall obtain and maintain all licenses, permits, liability insurance, workers compensation insurance and comply with any and all other standards or regulations required by federal, state or County statute, ordinances and rules during the performance of any contract between the bidder and the County. Any such requirement specifically set forth in any contract document between the bidder and the County shall be supplementary to this section and not in substitution thereof.

Proposals will be evaluated by determining the lowest responsible, responsive bidder considering:

- a. Accuracy of bid submittal. Bidder must meet all the bid requirements for the bids to be considered.
- b. Bidder's ability and capacity to provide equipment.
- c. Price.

In addition to any promotional information, each Vendor must submit the following:

- a. Price list of vended items (form attached)
- b. Options for providing refunds
- c. Completed Proposal Form (form attached)

Cabarrus County Sheriff's Office reserves the right to reject any and/or all bids received, or to select the proposal which, in our opinion, is in the best overall interest of the county.

This Request for Proposal and all proposer responses are considered public information, except for trade secrets specifically identified in writing by the Proposer, which will be handled according to State Statute or other laws. Any section of the Proposer's response package that is deemed to be a trade secret by the Proposer shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE." NCGS 143-131 specifies that informal bids are not subject to public inspection until the contract is awarded

**VENDOR INSTRUCTIONS
(*FOR SUCCESSFUL VENDOR ONLY*)**

Upon notification of award, vendor and Cabarrus County Sheriff's Office must execute a purchase order. Proper execution will expedite processing of the contracts.

A fully executed copy of the purchase order will be returned to you for your records.

Scope of Equipment to purchase:

1. **Gas Mask and related equipment:**

- Avon 70501-188 C50 APR Assembly Medium Qty. 151
- Avon 71601-11 Voice Projection Unit with Microphone Assembly Qty. 22
- Avon 72601-14 Microphone Adapter Qty. 22
- Avon 72606-3 Filtration CTCF50 Riot Agent Filter – (4 pack) Qty. 80

Terms and Conditions:

Late Bids Not Considered

Bids received by the County Manager's Office after the stipulated bid opening date and time will not be considered. It is the Vendor's responsibility to ensure the bids are delivered in a timely manner to the correct person and address. The following information should be written on the sealed bidder's envelope being submitted.

CABARRUS COUNTY SHERIFF'S OFFICE
Gas Mask

Materials and Equipment

Bidder will supply all materials, equipment and delivery costs of the finished product or service. Once the bid is awarded, no substitutions or deviations of materials or design will be allowed without a written agreement with Cabarrus County.

Acceptance of Goods/Services:

Goods delivered under this Request for Proposal shall remain the property of the successful proposer until a physical inspection and actual usage of this material and/or services is made and therefore accepted to the satisfaction of the County. IN THE EVENT THE GOODS SUPPLIED TO THE SHERIFF'S OFFICE ARE FOUND TO BE DEFECTIVE OR DO NOT CONFORM TO SPECIFICATIONS, THE SHERIFF RESERVES THE RIGHT TO CANCEL THE ORDER AND RETURN THE PRODUCT TO THE SUCCESSFUL PROPOSER AT THE SUCCESSFUL PROPOSER'S EXPENSE. One failed sample from each order would be considered representative of the entire order and the entire order would be returned. In the event the services rendered do not conform to the specifications in the Request for Proposal, the County reserves the right to cancel the written notice to the successful proposer.

Termination for Convenience: The performance of work under the purchase order may be terminated by the Sheriff's Office in whole or in part whenever the Sheriff's Office determines that termination is in the best interest of the County. Any such termination shall be affected by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination, except otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

Warranty

In submitting a bid, the bidder warrants that all goods furnished shall be free from all defects and shall conform in all respects to the specifications established herein. The bidder expressly warrants that all items' bids are fit and sufficient for their intended purpose. If the specifications contain a statement of the particular purpose for which the goods will be used, the goods offered by Bidder shall be fit for this purpose. Bidder's statement of warranty should be submitted with the quote form.

Guarantee:

Unless otherwise specified by the County, the proposer unconditionally guarantees the materials and workmanship on all material and/or services. If, within the guarantee period any defects occur due to faulty material and/or services, the vendor at their expense, shall repair or adjust the condition, or replace the material and/or services to the complete satisfaction of the County. These repairs, replacements or adjustments shall be made only at such time as will be designated by the County to ensure the least impact to the operation of County business.

NO PUBLICITY OR STATEMENTS TO THE PRESS: No advertising, sales promotion or other materials of the vendor or its agents or representatives may identify or reference this Agreement or the County in any manner absent the County's prior written consent. As a condition of entering into this Agreement, the proposer further agrees to refrain from the following absent the County's prior written approval: (i.e.) making any statement to the media regarding the subject matter of this Agreement or the County's position on any issue relating to this Agreement; or making any statement to the media on any issue which is in the County's judgment likely to cause the proposer or County staff to be viewed as anything other than neutral with respect to the subject matter of this Agreement, or cast doubt on the competence or integrity of the Bidder. Failure to comply with this Section by the proposer shall constitute a material breach and, without limiting any other remedies the County may have, shall entitle the County to terminate this Agreement for default.

Shipping

All prices are to be quoted F.O.B. delivered, unless otherwise specified. Risk of loss and/or damage shall be upon the seller until such time as the goods have been physically delivered and accepted by the buyer. Any damage caused to Cabarrus County facilities, i.e. gates, roads, storm drains, etc. by supplier or trucking company acting on behalf of supplier shall be repaired/remedied at replacement cost by supplier.

Rejection of Bids

Cabarrus County Sheriff's Office reserves the right to reject all bids.

Award of Contract:

A purchase order, if awarded, shall be awarded to the lowest responsible proposer taking into consideration quality, performance and the execution time specified in the Request for Proposal. The Cabarrus County Sheriff's Office alone shall make such determination.

Qualified Proposer:

A Qualified Proposer is defined for purposes of this Request for Proposal as a party who meets, or by the opening deadline can meet, all requirements for licensing, insurance and service contained within this Request for Proposal.

Questions on Discrepancies, Conflicts, Errors, Omissions, Etc.

Should the bidder detect any potential discrepancies, conflicts, errors, or omissions in the specifications, quote form, or other documents, or should be in doubt as to their meaning, the bidder should, at once, notify Cabarrus County.

Send information to:

Questions Deadline

All questions must be submitted to Cabarrus County in writing as early as possible in the bidding period. Questions received after April 18, 2025, will not be considered.

Responsibility of Compliance with Legal Requirements

The bidder's products, service and facilities shall be in full compliance with all applicable state, federal, local, environmental and safety laws, regulations, ordinances and standards or any standards adopted by nationally recognized testing facilities regardless of whether they are referred to in this invitation.