

**CITY OF OPELIKA
PURCHASING DEPARTMENT**

INVITATION TO BID

**LILLIE FINLEY
PURCHASING-REVENUE MANAGER
OFFICE: (334) 705-5121
FAX: (334) 705-5128**

BID DATA

BID NUMBER: 16039
COMMODITY TITLE: Uniform Purchase
USER DEPARTMENT: Opelika Power Services
BUYER: Lillie Finley
BUYER TELEPHONE: (334) 705-5121
ISSUE DATE: August 31, 2016

BID OPENING

DAY/DATE: September 26, 2016
TIME: 2:00 p.m.
LOCATION: City Hall Conference Room
MAILING ADDRESS: City of Opelika
Purchasing Department
PO Box 390
Opelika AL 36803-0390

The City of Opelika Purchasing Department will receive sealed bids for a **three-year (3) contract to purchase uniforms** as per the attached specifications for the City of Opelika Power Services Department. Bids must be received by **2:00 PM on September 26, 2016**, at which time they will be opened and read aloud. Late bids will not be considered nor returned.

BIDS MAY BE MAILED TO:
City of Opelika
Purchasing Department
PO Box 390
Opelika, AL 36803-0390

BIDS MAY BE DELIVERED TO:
City of Opelika of Opelika
Purchasing Department
204 S. 7th Street
Opelika, AL 36801

**PART ONE
GENERAL TERMS AND INSTRUCTIONS**

SECTION I TERMS AND CONDITIONS

- 1.1 All bids submitted shall be firm for a minimum of 60 days, unless otherwise specified.
- 1.2 The City reserves the right to cancel or make null and void, any purchase order, if delivery cannot be made on the specified delivery date.
 - 1.2.1 In case of default by the contractor, the City may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.
- 1.3 All items shall be delivered F.O.B. destination. Delivery costs and charges shall be included in the bid, unless otherwise stated in the specifications or proposal.
- 1.4 The name and manufacturer, trade name, manufacturer or vendor catalog number mentioned in the specifications and proposal sheet is for the purpose of designating a minimum standard of quality and type and for no other reason. Such references are not intended to be restrictive. Bids will be considered for any brand which meets or exceed the quality of the specifications listed for any items unless, otherwise stated in the specifications or proposals.
- 1.5 Bid tabulations will not be given over the telephone. Vendors desiring a bid tabulation shall enclose a stamped and self-addressed envelope with their bid.
- 1.6 Bid awards are not official until a purchase order is issued or the Purchasing Department notified the successful vendor in writing.
- 1.7 Uniforms orders shall be placed on a per item as needed basis.
- 1.8 The successful vendor shall ensure meeting delivery instructions.
- 1.9 All bidders shall furnish samples of uniform components to the department before date of bid opening. Alternative components must be submitted with detailed specifications. The city will make the final decision as to the equivalency of the alternatives.**

- 1.10 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.**
- 1.11 Vendors not listed on the City bid list shall submit with their bid a completed W-9 form (attached).**

SECTION II SUBMISSION OF BID

- 2.1 Bids received after the designated date and time will not be opened nor returned.
- 2.2 All bids shall be submitted on and in accordance with forms for this purpose, which are available from the Purchasing Department. Additional supplementary documentation, when requested, shall be submitted on the bidder's letterhead.
- 2.3 All bids are to be submitted in sealed, plainly marked envelopes. Envelopes shall be marked in the bottom left corner with the Title of the Invitation to Bid, the Bid Number and the Opening Date. Facsimile and telephone bids will not be accepted.
- 2.4 All bids shall be typewritten or completed in black ink.
- 2.5 An authorized officer or agent of the company submitting the bid must sign all bids in order to be considered.
- 2.6 Bid documents shall be submitted, in DUPLICATE, to the City of Opelika, Purchasing Department. Please make sure bids are sealed mailed or drop off at the City of Opelika Purchasing Department.**
- 2.7 Bids, which show omission, irregularity, alteration of forms, additions not called for, or conditional or unconditional unresponsive bids may be rejected.
- 2.8 Any bids submitted with corrected errors shall have the correction initialed by the person signing the bid.
- 2.9 Bidder shall submit prior to bid opening, samples of uniforms they propose to furnish prior to bid opening. Samples shall be submitted to Opelika Light and Power located at 600 Fox Run Pkwy, Opelika, AL, 36801.**

SECTION III BID EVALUATION

- 3.1 The City reserves the right to evaluate all bids, waive any technical or informalities, reject any and/or bids and proposals, and further specifically reserves the right to make the award and/or awards in the best interest of the City.

- 3.2 The bid evaluation will be made on the following criteria:
 - 3.2.1 Bid price
 - 3.2.2 Compliance with specifications
 - 3.2.3 Ability to deliver product or service
 - 3.2.4 Prompt pay discount, if offered, and meeting requirements of **Section 3.4
 - 3.2.5 Availability of warranty service
 - 3.2.6 Delivery date
- 3.3 The City may waive minor differences in specifications, provided these differences do not violate the specification intent, materially affect the operation for which the item or items being purchased nor increase the estimated maintenance and repair cost to the City.
- 3.4 In order for a prompt pay discount to be considered as a factor in the award of this bid, the minimum days allowed for payment to receive discount shall be 15 days after the receipt of a correct invoice.
- 3.5 The City reserves the right to award all bids in their entirety or part, whichever, in its opinion, best serves the interest of the City.
- 3.6 Unless clearly shown on the bid that it is the intent a reduced total price is being offered on the basis of receiving an award of all items covered by the total, and totals should be the actual sum of the extension of unit prices; otherwise, in the event of any discrepancy between a unit price(s), extended price(s) and/or total price(s), unit price shall govern and the bid will be refigured accordingly.
- 3.7 Alabama Bid Law allows a Local Preference to a responsible bidder and having a place of business in the county or the Standard Metropolitan Statistical Area if the bid is no more than 5% greater than the bid of the lowest responsible bidder.
- 3.8 The City shall be the sole judge as to an item meeting or exceeding the specifications.
- 3.9 NON-COLLUSION: Vendors, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Alabama or United State law.

SECTION IV BILLING AND PAYMENT:

- 4.1 The vendor shall submit a correct invoice to:

City of Opelika
Accounting Department
PO Box 390
Opelika, AL 36803-0390

- 4.2 Payment by the City shall be made within thirty days, unless otherwise specifically provided, subject to any discounts offered.

- 4.2.1 Any prompt pay discount offered will be computed from the date of delivery of the equipment, supplies, or materials at destination when final inspection and acceptance are at those points, or from the date the correct invoice is received, if the latter is later than the date of delivery.

SECTION V ESCALATION CLAUSE FOR UNIFORM PURCHASE

- 5.1 The bid price stated shall be for all purchases under this contract. Price increases from the manufacturer to the successful vendor may be passed on during the life of this contract for the purchase of uniforms, ONLY when the following conditions are met:
 - 5.1.1 The successful vendor must submit a current manufacturer's price list stating such increase.
 - 5.1.2 Notification to the Purchasing Department of price increase, along with proof of price increase from the manufacturer shall be provided to the Purchasing Department PRIOR to any increase being approved.
 - 5.1.3 Failure to comply with above requirements shall deem the prices to be in effect for the entire life of the contract.
 - 5.1.4 Any price reduction from the manufacturer shall also be passed on the City of Opelika automatically.
 - 5.1.5 The City of Opelika reserves the right to cancel or make null and void any purchase order, if delivery cannot be made on the specified delivery date.
 - 5.1.6 In case of default by the vendor, the City may procure the services from other sources and hold the vendor responsible for any excess cost occasioned thereby.

SECTION VI ADDENDA AND INTERPRETATIONS

- 6.1 If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders.
- 6.2 The City is not bound by any oral representations, clarifications or changes made in the written specifications by the City of Opelika employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

SECTION VII CONTRACT PERIOD

- 7.1 Bids submitted in response to the invitation shall be firm for a one-year period. Contract period shall begin immediately upon award and end August 31, 2017. Upon mutual agreements, the contract may be extended for two additional years in one-year increments.
- 7.2 **The City of Opelika estimates are good faith estimate and should not be interpreted as an order.**
- 7.3 **The City of Opelika may terminate this contract with a thirty (30) day written notice for unsatisfactory service, or inferior product performance or by either party for just**

cause, upon thirty (30) days written notice to the vendor. Notification will be sent by mail to the address on record.

- 7.4 All items shall be delivered F.O.B. destination. Delivery costs and freight charges shall be included in the bid on each individual item with no minimum ordering quantities required.

SECTION VIII INSURANCE

- 8.1 Unless otherwise required by Special Conditions of this Invitation to Bid, if a contract is awarded, the successful bidder will be required to purchase and maintain during the life of the contract, Comprehensive General Liability insurance, comprehensive Automobile Liability insurance, and Workman's Compensation insurance with limits of not less than those set forth below.
- 8.1.1 Comprehensive General Liability Insurance; Liability limits of a minimum of \$1,000,000.00 each occurrence and \$1,000,000.00 aggregate.
- 8.1.2 Comprehensive Automobile Liability Insurance: Liability limits of a minimum \$1,000,000.00 any one accident.
- 8.1.3 Workman's Compensation Insurance: Statutory coverage.
- 8.2 The bidder shall provide the City with Certificates of Insurance evidencing the coverage required above. Certificate shall name the City of Opelika as additional insurer. Such certificates shall provide that the City be given at least 30 days' prior written notice of any cancellation of, intention to not renew, or material change in such coverage. Bidder shall provide Certificates of Insurance before commencing work in connection with the contract.
- 8.3 The providing of any insurance required herein does not relieve the bidder of any of the responsibilities or obligations assumed by the bidder in the contract awarded or for which the bidder may be liable by law or otherwise.
- 8.4 Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the contract and shall operate as an immediate termination thereof.

**Opelika Power Services
Uniform Direct Purchase
Specifications
16039**

Opelika Power Services will be accepting Bids for DIRECT PURCHASE of the following FR Products. Cost will include embroidery of company logo and shipping. The uniform count will be for 20 employees, 6 of each item in year 1, and 3 of each item in consecutive years.

- 1.) Bulwark iQ Series Long Sleeve Henley QT20, ATPV 8.2 HRC 2 flame resistant shirt, Red (RD).
- 2.) Carhartt FR Canvas Cargo Pant FRB240, ATPV 12 CAT 2 flame resistant canvas cargo pant, FRB240- BLK/Black.
 - A. All flame resistant garments must meet ASTM F-1506, and bear an interior label stating 1506 approval and the arc rating of the garment. FR (flame resistant) clothing approved for use at all sites must have a minimum incident energy rating of 8.2 cal/cm². This meets the protective requirements of HRC 0,1, & 2 ***in a single layer of material***. This specification is to ensure that the fabric used at all sites has been tested and proven to meet or exceed the level of protection needed for HRC 2 areas.
 - B. To aid in verification that properly rated FR clothing is being worn, the FR clothing specification requires external labels on all garments.
 - C. OPS reserves the right to accept or reject all bids or any portion thereof.
 - D. OPS reserves the right to award this bid on all or none basis, or item by item basis, unless otherwise specified by bidder, to waive informality in bids, and also the right to reject any or all bids. Bids may be awarded based on delivery date as well as low price.
 - E. Price per unit is for 6 FR Shirts and 6 FR Pants per person (20 employees).
 - F. Include any additional charges that will be on invoice. Any charges not submitted with bid will not be billed on invoice.
 - G. Winning bidder will provide an embroidered company emblem for each shirt.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED BIDDER CERTIFIES THAT THE ACCOMPANYING BID IS NOT A RESULT OF, OR AFFECTED BY, ANY UNLAWFUL ACT OF COLLUSION WITH ANY PERSON OR COMPANY ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE, OR ANY OTHER FRAUDULENT ACT PUNISHABLE UNDER ALABAMA OR UNITED STATE LAW. BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS PROPOSAL WITH OTHER VENDORS, AND HAS NOT COLLUDED WITH ANY OTHER PROPOSAL OR PARTIES TO A PROPOSAL WHATSOEVER. **NOTE:** NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE ARE PERMITTED WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME

BY (PRINTED)

BY (SIGNATURE)

TITLE

ADDRESS

PHONE NUMBER

BID NO: 16039
STATEMENT OF NO BID/PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and Return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid/proposal solicitation process.

The Purchasing Division of the City of Opelika wishes to keep its bid list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid/proposal solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this commodity/service list.

_____ Specifications too "tight" i.e. geared toward one brand or manufacturer only.

_____ Specifications are unclear (explain below)

_____ We are unable to meet specifications.

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ We are unable to meet bond requirements.

_____ We are unable to meet insurance requirements.

_____ We do not offer this product or service.

_____ Remove us from your proposers list for this commodity or service.

_____ Other (specify below).

REMARKS _____

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____

PHONE: _____ FAX: _____

ADDRESS: _____
(Street address) (City) (State) (Zip)