BID FOR UNIFORMS CONTRACT

INVITATION TO BIDDERS
For
UNIFORMS

Bell County W.C. & I.D. No. 1 (the District) is soliciting bids for uniform services for the District's water and wastewater plants.

Sealed Bids must be delivered to:

Ricky Garrett, P.E., General Manager
Bell County Water Control & Improvement District No.1
201 S. 38th Street
Killeen, TX 76543

Exterior of the Bids must be clearly marked:

BID: Uniforms

Closing Time:

2:00 pm
November 20, 2017

Bids received after the closing will not be accepted.

Questions should be addressed to:

Ricky Garrett, P.E., General Manager
201 S. 38th Street
Killeen, TX 76543
254.501.9243

The District reserves the right to waive irregularities and reject any or all bids.

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Instructional Requirements

1. BID FORMAT: All bids must be submitted using the format as provided herein and must be signed by an official of the bidding firm who has specific and legal authorization to obligate the Bidder to the terms of said specification. Number of each addendum received, if any, must be shown on Page #2 of the Bid Form. Altered or incomplete Bid Forms or use of substitute formats will render the bid non-responsive. No marginal notes of any description on the bidding blanks will be allowed. All prices and notations should be printed in ink or typewritten. Errors should be crossed out, corrections entered and initialed by the person signing the bid. No bid shall be altered or amended after the time specified for opening.

2. MISTAKES AFTER BID OPENING: Ambiguous bids which are uncertain as to terms, delivery, quality or compliance with specifications may be declared as non-responsive or otherwise discarded. Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the Bidder if clear and convincingly sworn, written evidence is furnished to the District within forty-eight (48) hours after the bid was delivered to the District office. Under no circumstances can a Bidder be allowed to raise their unit price(s) as contained in the initial bid. A bidder who attempts to withdraw a bid under provisions of this section shall not be allowed to resubmit a bid on the same Contract if it is re-advertised.

3. INDEMNIFICATION: The successful Bidder shall indemnify and hold harmless the District and all District Officers, agents and employees from all suits or claims of any character brought by reason of infringing on any trademark or copyright.

4. BIDDER QUALIFICATIONS: Successful Bidder(s) must, upon request of the District, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Consideration will be given only to the Vendors who can produce conclusive evidence that they can provide adequate capital and credit rating sufficiently to complete all operations under this Contract in a satisfactory manner.

5. BIDDERS RESPONSIBILITY: Each Bidder shall fully acquaint himself/herself with conditions relating to the scope and restrictions attending the execution of the work under the condition of this bid. It is expected that this will sometimes require on-site observation. The failure or omission of a Bidder to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this bid or to the Contract.

6. SUBMISSION OF REQUIREMENTS: *Submit one (1) clearly identified original and one (1) copy using the format required.* All other pages shall remain part of the bid by reference only. Altered or incomplete Bid Forms or use of substitute formats may render the bid non-responsive. Bids should be submitted in a sealed envelope.

7. CLARIFICATION/SUBSTITUTION REQUEST: Bidders requiring additional information may submit their question(s) in writing to the attention of the General Manager as listed.

8. SAMPLES: Samples, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

9. PROPRIETARY INFORMATION: Bidders are to visibly mark as "Confidential" each part of their bid which they consider to be proprietary information.

10. COMPLIANCE WITH LAWS: By submission of a bid, all Vendors agree that they are in compliance with all Federal, State and local laws pertaining to this bid. During the period following issuance of a bid and prior to final award of a Contract, Vendor shall not discuss this procurement with any party, except members of the Purchasing Division or other parties designated in this solicitation. Vendor shall not attempt to discuss with or attempt to negotiate with the Department any aspects of the procurement, without prior approval of the General Manager responsible for the procurement.

11. QUALITY OF PRODUCTS: Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, to latest model, and in first class condition. ***Any deviation from the Specifications/conditions listed herein must be clearly identified with each bid.***

12. REQUIREMENTS CONTRACT QUANTITIES & PRICING CHANGES: Whenever a bid is sought seeking a source of supply for a requirements contract for products or services, the quantities or usages shown are estimates only. No guarantee or warranty is given or implied by the District as to the total amount that may or may not be purchased from any resulting Contracts. Bid prices will be firm for the minimum Contract terms as specified herein. After the initial term of the Contract, the Vendor may request price increases that do not exceed appropriate CPI or WPI. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. The District reserves the right to accept or reject the price increase within thirty (30) days after receipt of the request. Should the District reject the price increase, the District reserves the right to cancel the Contract rebid the contract. No increase will be effective until approved in writing by the General Manager. Any decrease in the cost of the contract items shall be forwarded to the General Manager's office with immediate inception into the Contract.

13. AWARD OF CONTRACT: District reserves the right to reject any and all bids, to waive any and all information and to negotiate Contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive or conditional bids.

Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

In evaluating bids, the District shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid Forms. It is the District's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but the District may accept them in any order or combination.

The District may conduct such investigations as he/she deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders.

The District reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the District's satisfaction.

If the Contract is to be awarded, the District will give the Successful Bidder a Notice of Award within forth-five (45) days after the day of the bid opening.

14. REJECTION: This solicitation does not commit the District to award a Contract, to pay costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service. The District reserves the right to waive insignificant requirements, to accept or reject any and all bids for just cause received as a result of the request, or to cancel in part or in its entirety, this bid, if it is in the best interest of the District to do so.

15. ASSIGNMENT: The Vendor shall not sublet, assign, nor by means of a stock transfer or sale of its business, assign or transfer this Contract.

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Uniform Specifications

GENERAL

These specifications are written as guidelines and standards of quality and performance for furnishing eleven (11) sets each of uniforms for approximately thirty-six (36) employees and thirteen (13) sets of uniforms for approximately three (3) employees at the Water Treatment Plants, Wastewater Treatment Plants and Compost facility.

All Bidders shall submit samples of uniforms bid if requested.

All uniforms bid shall be new, unused and carry manufacturer's standard warranty.

The District will not accept bids on seconds.

All bids are to include cost for the delivery of the uniforms specified, embroidery and name or emblem patches, the pickup of soiled uniforms, laundry and/or cleaning costs and replacement costs as per specifications, and delivery of the cleaned uniforms to the respective locations.

Any reference to brand name and lot numbers are for reference for Bidder information to note type and quality of uniforms requested in the Bid. Equivalents or other brands will be considered, however, Bidders shall note equivalents by brand and lot number. It shall be the right of the District to determine if equivalents are in the best interest of the District.

Successful Bidder shall be required to exchange, at no cost to the District, any uniforms that do not fit the employee after delivery.

Sizes must be true, no altered sizes in the waist will be accepted by the District.

DETAILED SPECIFICATIONS

Uniforms bid shall be Red Kap, Wrangler or approved equivalent.

The shirts shall be made of thirty-five percent (35%) cotton and sixty-five percent (65%) polyester (or as selected by the General Manager) and free of any defects or imperfections.

Uniform shirts: Left side – sewn on patch District Logo. Right side – employee name embroidered on shirt or on sewn on patch. **NO IRON ON LOGOS OR NAME PATCHES WILL BE ACCEPTED.**

DETAILED SPECIFICATIONS (cont'd)

The pants shall be made of 100% cotton denim, basic 5 pockets, straight leg jean, and metal button waistband closure.

All measurements will be taken, at no charge, on the District's premises by the Successful Bidder. Actual measurements must be made by the Successful Vendor.

The following locations will be served:

- Approximately seventeen (17) employees at the Water Treatment Plants, 4599 Water Works Road/Lake Belton, Belton, Texas 76513.
- Approximately fourteen (14) employees at the Wastewater Treatment Plants, 201 South 38th Street, Killeen, Texas 76543.
- Approximately four (4) employees at the Wastewater Treatment Plant, 8290 Chaparral Road, Killeen, Texas 76542.
- Approximately four (4) employees at the Compost Facility, 12302 Hwy 195, Killeen, Texas 76542.

Uniforms shall be packaged and marked per employee, also marked as per location.

Successful Bidder shall provide long or short sleeve shirts and boot cut or regular cut pants. Employees shall make individual requests at measurement. General Manager reserves the right to make color/style changes to any or all uniforms, once per year.

SUCCESSFUL BIDDER MUST MAKE DELIVERY WITHIN THIRTY (30) DAYS AFTER BID AWARD.

It shall be the responsibility of the Successful Bidder to pick up any uniforms that do not fit and replace them at no charge to the District. Sizes must be clearly marked on all garments. No altered sizes will be accepted. Any garment that has been altered will be returned to the vendor for a true size.

All soiled uniforms are to be picked up for laundry and/or cleaning at least once each week, and the clean uniforms returned within five (5) working days.

All uniforms that exhibit normal wear and tear will be replaced by the vendor. Uniforms that are damaged beyond repair due to the fault or negligence of the employee shall be replaced at the owner's expense.

No payment will be made per department until orders are complete and uniforms accepted by the District. Invoicing shall be clearly marked as to place of delivery.

Vendor shall make every effort to replace returns in a timely manner. Failure to do so could result in cancellation of the award.

NOTICE TO BIDDERS

It is not the intent of these specifications to exclude any manufacturer or dealer from bidding. We are open to all bids subject to availability of parts and service. Equipment or goods offered which deviate from these specifications will be given consideration provided that any and all such deviations shall be clearly stated in a letter accompanying bid giving a complete and detailed description of such deviations. The District reserves the right to determine whether any or all such deviations will or will not be accepted.

TAXES

The District is exempt from the Federal Excise and Transportation Tax, and the limited sales and Use Tax. Unless the Bid Form or specifications specifically indicate otherwise, the price bid must be net exclusive of above mentioned taxes, and will be so construed.

DELIVERIES

Unless otherwise stated in the Bid Form or specifications, deliveries must consist only of new and unused merchandise.

In the event that the deliveries of the uniforms and/or supplies covered in the Bid are not made within the number of days specified, or in the event that the supplies delivered are rejected, and are not removed and replaced within the number of days specified in the official notice of rejection, the District reserves the right to purchase said supplies in the open market and charge the difference, if any, to the account of the Vendor.

REJECTIONS

Articles not in accordance with samples and specifications must be removed by the Bidder at his/her expense. All disputes concerning quality of supplies or equipment delivered under this Bid will be determined by the District's General Manager or his/her designated representative.

All articles enumerated in the Bid shall be subject to inspection on delivery by the District's representative designated for that purpose, and if found inferior to the quality called for or not equal in value to the samples submitted, or deficient in weight, measurements, workmanship, or otherwise, this fact shall be certified to the District's General Manager who shall have the right to reject the whole or any part of the same.

TERMINATION OF AGREEMENT

This Contract may be terminated by the District, at its option, upon thirty (30) days' notice in writing, if the materials furnished do not conform to the standard set forth herein; or if the deliveries and servicing of this Contract do not conform to the requirements detailed herein.

INVOICING

All invoices are to be sent to Bell County W.C. &I.D. No. 1, 201 S. 38th Street, Killeen, Texas 76543.

All invoices must give complete delivery information including date of order, date of shipment, description of the commodity delivered, quantity shipped, unit price and extended price.

PAYMENT

Payment is due thirty (30) days after the District has approved the invoice or after the District has accepted the goods, whichever occurs later. The District and Vendor agree that the terms of this Contract and all rights otherwise reserved by law, shall constitute the sole, controlling contract terms with respect to attorney's fees and interest owed on delayed, disputed or delinquent payments in lieu of Article 601f, Vernon's Texas Civil Statutes.

SPECIAL NOTE

The District reserves the right to review all payments made to Vendors by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Vendor.

PATENTS

The Vendor agrees to indemnify and save harmless the District from all suits and actions of every nature and description brought against them or any other named District representative, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted, upon request of the District's General Manager, as necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The Bidder shall be an established supplier of the items bid.

BID FORM FOR
UNIFORMS

TO: General Manager

PURSUANT TO THE FOREGOING CONDITIONS OF BIDDING, THE UNDERSIGNED AGREES TO FURNISH / COMPLETE AS SPECIFIED BELOW:

Uniform	Brand & Stock #	Price (Each)-11 Sets	Price (Each)-13 Sets
Jean Cut Pant	Red Kap (PD50DW), 5 pocket, classic fit jean, metal button waistband closure. 100% cotton		
	Wrangler 13MWZ, Basic 5 pocket, boot cut jean, metal button waistband closure. 100% cotton.		
L/S Shirt	Red Kap (SP10) 4.25 oz. Poplin, Lined Collar with Stays, 65% polyester/35% cotton or equal.		
	Brand comparable to Red Kap as follows:		
S/S Shirt	Red Kap (SP20) 4.25 oz. Poplin, Lined Collar with Stays, 65% polyester/35% cotton or equal.		
	Brand comparable to Red Kap as follows:		
L/S Shirt	Red Kap (SP14) 4.25 oz. Poplin, Lined Collar with Stays, 65% polyester/35% cotton or equal.		
	Brand comparable to Red Kap as follows:		
S/S Shirt	Red Kap (SP24) 4.25 oz. Poplin, Lined Collar with Stays, 65% polyester/35% cotton or equal.		
	Brand comparable to Red Kap as follows:		
Shop Towels	18 x 18 Wipers 100% Cotton		

1. Set Up Fees per garment _____
2. Emblem Fees per garment _____
3. Replacement Cost of Shirts _____
4. Replacement Cost of Pants _____

It is understood and agreed that the above described item, material and/or equipment, shall carry the standard warranty of the manufacturer, and be delivered on site in accordance with the attached specifications through December 31, 2019, with an option to extend contract an additional 24 months for the sum of _____Dollars. The undersigned certifies that the bid price contained in the foregoing proposal has been carefully checked and is submitted in duplicate as correct and final this _____ day of _____, 20_____.

Signed: _____ Company: _____
Officer/Agent

Address: _____ Telephone: _____

Attest:

_____
(Seal, if Bidder is Corporation)