



**CITY OF CARROLLTON
GENERAL CONDITIONS**

AND

SPECIFICATIONS

FOR

ANNUAL QUOTE FOR PUBLIC WORKS WINTER GEAR

QUOTE # 17-006

CLOSING DATE

MONDAY, OCTOBER 24, 2016

10:00 AM

PROPOSAL OF BIDDERS

The term bid/quote are used interchangeable in this document

The following bid is made for furnishing the materials/services for the city of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services to be furnished is understood and that the nature of this bid is in strict accordance with the conditions set forth and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

The undersigned, in submitting this bid, represents that they are an equal opportunity employer, and will not discriminate with regard to race, religion, color, national origin, age or sex in the performance of this contract.

The undersigned hereby proposes to furnish the items on, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award.

The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

PUBLIC WORKS WINTER GEAR QUOTE # 17-006

Respectfully Submitted,

Federal ID Number: _____

SIGNATURE

DATE

PRINTED NAME

TITLE

COMPANY NAME

CONTACT PERSON (Must have knowledge of Bid)

BILLING ADDRESS

STREET

CITY

STATE

ZIP

MAILING ADDRESS

STREET

CITY

STATE

ZIP

PHONE NUMBER (metro/toll free)

FAX NUMBER

E-MAIL ADDRESS

NO BID: If response is not received in the form of a "Bid" or "No Bid" bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

No bids may be faxed to: 972-389-9557

NOTICE TO BIDDERS

Quotes will be received by the city of Carrollton, Carrollton, Texas, at the office of Vince Priolo, Purchasing Manager, City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790 or **via email**, until the hour of **10:00AM on the 24th day of October 2016** ; at which time bids duly delivered and submitted will be considered for supplying the following:

QUOTE FOR PUBLIC WORKS WINTER GEAR QUOTE # 17-006

Any bid received after stated closing time will be returned unopened. If bids are sent by mail to the Purchasing Manager, the bidder shall be responsible for actual delivery of the bid to the Purchasing Manager before the advertised date and hour for opening of bids. If mail is delayed by the postal service, courier service, an ISP – internet service provider or in the internal mail system of the city of Carrollton beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

Information concerning the bid specifications & information on the bid process/procedures may be obtained from Vince C. Priolo, Purchasing Manager at (972) 466-3115 or purchasing@cityofcarrollton.com.

Until the final award by the city of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The city of Carrollton Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (972) 466-3105.

City of Carrollton, Texas



**Vince C. Priolo
Purchasing Manager**

Closing Date: Monday, October 24, 2016 @ 10:00AM

GENERAL CONDITIONS

ADDENDA

It is the responsibility of the vendor to check for addenda. Addenda will be posted to the City's website: www.cityofcarrollton.com/purchasing

ANNUAL CONTRACT FUNDING

The city operates on a fiscal year that ends on September 30th. Because state law mandates that a municipality may not commit funds beyond a fiscal year, this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

ASSIGNMENT OF BID/CONTRACT

The successful bidder may not assign their rights and duties under and award without the written consent of the City's Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

BID CONSIDERATION / TABULATION

After bids are opened and publicly read, the bids will be tabulated for comparison on the basis of the bid prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all bids, to waive technicalities, and to re-advertise for new bids, or proposed to do the work otherwise in the best interests of the City.

The following items will be considered when an award is based on best value:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidders' goods or services;
- The extent to which the goods or services meet the municipality's needs;
- The bidder's past relationship with the municipality;
- The impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- The total long-term cost to the municipality to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

BID SUBMISSION

Bids may be submitted in person, electronically or by mail.

- To submit a bid electronically, all documents must be returned and a digital signature provided on the proposal to bidders form. As an alternative to the digital signature, the bid may be sent electronically and the proposal to bidders form may be faxed to 972-389-9557. This form is the only page that will be accepted via fax.
- Submit bids via email to bids@cityofcarrollton.com
- Submit bids via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a bid via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- Bids will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.

BRAND NAMES

If items for which bids have been called for have been identified by a "brand name or equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering "equal" products will be considered for award if such products are clearly identified in the bids and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the bidder clearly indicates in their bid that they are offering an "equal product", their bid shall be considered as offering a brand name product referenced in the Proposal Schedule.**

CANCELLATION OF BIDS

Bids may be cancelled with 30 days written notice with good cause.

CHANGES OR ALTERATIONS

No part of this bid may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. *Changes made with out submission of a written request to this bid will result in disqualification.*

COMPLETING INFORMATION

Bidder must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Bid at the City's option.

CONTRACT CLAUSE

All bidders understand and agree that the vendor's bid response will become a legally binding contract upon acceptance in writing by the City. This contract may be superceded only if replaced with a more extensive contract that is agreed to by both parties.

DEFAULT

In case of default of the successful bidder, the city of Carrollton may procure the articles from other sources and hold the bidder responsible for any excess cost occasioned thereby.

DELIVERY

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Bidder fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

DELIVERY DATE

Delivery date is an important factor to the City and may be required to be a part of each bid. The city of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the bidder to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

INDEMNIFICATION

In case any action in court is brought against the Owner, or any officer or agent of the Owner, for the failure, omission, or neglect of the vendor to perform any of the covenants, acts, matters, or things by this contract undertaken; or for injury or damage caused by the alleged negligence of the vendor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, materialmen, or suppliers the vendor shall indemnify and save harmless the Owner and his officers and agents, from all losses, damages, costs, expenses, judgments, or decrees arising out of such action.

INSURANCE

Deductibles, of any type, are the responsibility of the vendor/contractor

MISCELLANEOUS

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The city of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials please submit an alternate bid for the items requested. All recycled products should meet the minimum standards established in the bid specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product bid as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the bid document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the bid.

Successful bidder(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the city of Carrollton. As such, the city of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the bid price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30th. State law mandates that a municipality may not commit funds beyond a fiscal year; this bid is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

PAYMENT TERMS & CONDITIONS

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Bids which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the city of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

PROVISIONAL CLAUSES

The city of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as "escalator" or "cost-plus" clauses.

REJECTION OF BIDS

The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of said City.

Bids will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all bids, and all bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

- Bids received after the time limit for receiving bids as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Bidders.
- Reasonable grounds for believing that any Bidder is interested in more than one Proposal for the work contemplated.
- The Bidder being interested in any litigation against the City.
- The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

REQUEST FOR NON-CONSIDERATION

Bids deposited with the City cannot be withdrawn prior to the time set for opening bids. Request for non-consideration of bids must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening bids. After other bids are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the bids have been opened, and the Bidder, in submitting the same, warrants and guarantees that this bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

SALES TAX

The total for each bid submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each bid. The City cannot determine for the bidder whether or not the bid is taxable to the City. The bidder through the bidder's attorney or tax consultant must make such determination. Bills submitted for taxes after the bids are awarded will not be honored.

SPECIAL CONDITIONS

1. Outfitting of 106 employees; quantities as shown on the proposal sheet are estimates. The city of Carrollton reserves the right to increase or decrease these quantities during this agreement upon usage. Additional items may be ordered on a as needed bases . If you have a minimum order, please indicate this in your response.
2. The city of Carrollton reserves the right to cancel this agreement with a thirty-(30) day written notice and good cause.
3. Purchase orders will be issued.
4. The city of Carrollton reserves the right to require samples on any item prior to award. **A vendor bidding an item other than specified will be required to submit a sample automatically.**
5. The vendor(s) receiving the award will conduct annual fittings for all departments and as needed throughout the year. **Vendors must be local.**
6. Terms of Sale: FOB destination, freight pre-paid.
7. Orders will be delivered within fourteen (14) working days after receipt of order (ARO).
8. All garments with printing flaws will be replaced at no charge to the City.
9. Successful vendor will inventory standard sizes for all shirts and pants for delivery within 14 days. Failure by the contractor to make deliveries of the goods within the time specified will allow the City to purchase similar good in the open market and charge back to the contractor the difference in price.
10. "Transferring" or equivalent method for wording on the Jackets must be included in the price of the jacket.

Public Works Winter Gear

Compliance with or variation from the specifications must be noted as to each item on the specification sheet. All variations from the specifications must be noted on the bid form.

Check indicates minimum compliance

1. COLD WEATHER BIB – SMALL TO 5XL

- Class E cold weather bib
- ANSI 100% Polyester 300 Denier heavy duty, water repellant Oxford with laminated membrane and sealed seams. Superior level of waterproof and breathability – ASTM E 96 Compliant.
- Lined with 3M Thinsulate Insulation
- Elastic adjustable suspenders with release buckle
- Storm flap with YKK leg zippers
- Elastic waistband with YKK zip fly
- Viral Penetration ASTM F1671 compliant
- Water Vapor Transmission ASTM E96 compliant
- Pockets: 2 front side, 1 large chest flapped Hook & Loop closure, 1 flapped side deep cargo, 1 side deep cargo with phone pocket, 2 back Hook & Loop/zipper closure
- Brand **OCCUNOMIX** <http://www.occunomix.com/products/speed-collection.html> or equivalent
- SP-BIB**
- Yellow in color

2. JACKET – SMALL TO 5XL

The following **BLACK** lettering in **1.25"** **MUST APPEAR** as listed below (two lines) on the back of the jackets

CARROLLTON

PUBLIC WORKS

- Must be “**Transferred**” in **1.25”** text **OR equivalent**
- Class 3 Insulated Black Bottom Parka
- ANSI 100% Polyester 300 Denier Oxford with PU coating – waterproof with sealed seams
- Quilted polyester lining for thermal insulation
- Side opening for easy access to inside pockets and equipment
- Front zipper/wind storm flap
- Insulated removable hood
- Inside drawstring at waist
- Pockets: 1 left chest, 2 lower front
- Brand **OCCUNOMIX** <http://www.occunomix.com/products/premium-parka.html> **or equivalent**
- LUX-TJCW**

Public Works Winter Gear 17-006

COLD WEATHER BIBS

size	cost	vendor comments
SMALL		
MEDUIM		
LARGE		
EXTRA-LARGE		
1XL		
2XL		
3XL		
4XL		
5-XL		

JACKETS

size	cost	vendor comments
SMALL		
MEDUIM		
LARGE		
EXTRA-LARGE		
1XL		
2XL		
3XL		
4XL		
5-XL		