

INVITATION FOR SEALED BID # 17-11 *THIS IS NOT AN ORDER*

**MONTGOMERY COUNTY PURCHASING DEPARTMENT
755 Roanoke Street, Suite 2C
CHRISTIANSBURG, VA 24073**

DATE July 25, 2016		BID OPENING DATE AND HOUR August 16, 2016 3PM
---------------------------	--	--

BIDDERS ADDRESS

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

Heather M. Hall, C.P.M., CPPB, VCO
 Director of Purchasing
 E-MAIL ADDRESS: hallhm@montgomerycountyva.gov
 TELEPHONE NUMBER (540) 382-5784
 FAX NUMBER (540) 382-5783

COMMODITY: Rental of Uniforms and mats for the Montgomery County General Services Division

SPECIAL INSTRUCTIONS

1. Faxed responses to Sealed Bids cannot be sent directly to the Purchasing Department, see Number 13. "Facsimile Bids" of the attached General Terms and Conditions.
2. Responses must be submitted on this form and the attachment (s) provided.
3. Responses should be signed below.
4. Responses will be received in the Montgomery County Purchasing Department, 755 Roanoke Street, Suite 2C, Christiansburg, VA 24073 until the bid opening date and hour or, if specified, the bid return date and hour shown above.
5. Contact the buyer listed above for bid award information. Enclose a self-addressed stamped envelope if you wish to obtain price information.
6. **DELIVERY IS F.O.B. DESTINATION UNLESS OTHERWISE NOTED IN THE BODY OF THE BID.**
7. Attachment A is incorporated by reference into this invitation for sealed bid and any resulting contract.

CERTIFICATION: IN ACCORDANCE WITH THIS INVITATION FOR SEALED BID AND SUBJECT TO ALL TERMS AND CONDITIONS CONTAINED IN ATTACHMENT A, THE UNDERSIGNED OFFERS AND AGREES TO FURNISH THE GOODS OR SERVICES FOR THE PRICE(S) OFFERED.

FULL LEGAL NAME (PRINT) <small>(Company name as it appears with your Federal Taxpayer Number)</small>		FEDERAL TAXPAYER NUMBER (ID#)	DELIVERY DATE
BUSINESS NAME/DBA NAME/TA NAME <small>(If different than the Full Legal Name)</small>		FEDERAL TAXPAYER NUMBER <small>(If different than ID# above)</small>	
PURCHASE ORDER ADDRESS		PAYMENT ADDRESS	
CONTACT NAME/TITLE (PRINT)		SIGNATURE (IN INK)	DATE
E-MAIL ADDRESS	TELEPHONE NUMBER	TOLL FREE TELEPHONE NUMBER	FAX NUMBER

THIS IS NOT AN ORDER

MONTGOMERY COUNTY

INVITATION FOR SEALED BID NUMBER 17-11

Uniforms for the Montgomery County General Services Division

I. PURPOSE

The intent and purpose of this Invitation for Sealed Bid is to establish a term contract with one qualified source that can provide rental and delivery of uniforms and mats for the Montgomery County General Services Division consisting of Public Facilities, Building and Grounds, Collections and the Garage. The County has an estimated 15 employees that will be covered by this contract. **No fuel surcharges are allowed.**

II. CONTRACT PERIOD

A. The initial term of this contract will be from October 1, 2016 through September 30, 2017. The contract may be renewed by the County upon written agreement of both parties. The contract may be renewed for four successive one year periods, under the terms of the contract, and at a reasonable time prior to the expiration.

III. SCOPE OF SERVICE: The Contractor shall provide the following goods and services:

- A. Initial outfitting (measuring and tailoring, etc.) of each employee will take place within two weeks of award of contract. The initial measurement of County employees will take place at County's Government Center. Upon completion of each measurement, County employees will receive the requested uniform pieces within a week. This may include up to as many as three (3) sets of each item. The Contractor must have sufficient stock on hand to meet this requirement. As new county employees are hired that utilize this service, the Contractor is required to measure and provide uniforms within one week of notification.
- B. Uniform Rentals. On a unit price basis, the Contractor shall be responsible for providing work uniforms on an as needed basis for County employees. The Contractor will be responsible for determining the initial size for each employee. The County is requesting pricing information for the rental of uniforms. Invoices to be sent **monthly** to General Services.
- C. **Montgomery County would not be responsible for repairing or replacing any item due to normal wear and tear. Contractors shall mend or replace worn or damaged items as requested by Montgomery County at no additional charge.**
- D. Should an item be misplaced or destroyed through the fault of Montgomery County, item will be replaced at a cost to Montgomery County.
- E. Colors will be determined after award from the selection available from the Contractor.
- F. Samples to be provided with bid package as provided for in ATTACHMENT B Special Terms & Conditions #13.

IV. SPECIFICATIONS: The quantities listed in the pricing schedule are approximate. Actual amounts may be greater or smaller, depending on the number of employees. The following specifications are the minimum requirements unless otherwise specified. Any additions, deletions or variations shall be noted by the bidder.

A. **Shirts:** Long Sleeve Shirts have 2 Options:

Option 1: Pull Over, Knit, Long Sleeve Shirt.

1. Material: 5.4 oz. vat dyed pique knit, 50% combed cotton, 50% polyester. Finish soft hand soil released.
2. Color: Manufacturer's standard assorted colors, or any stock color which shall coordinate with trousers. Color selection to be submitted with bid.
3. Style: Three cross-stitched matching melamine buttons. Single lock flat knit fashion collar. Must be available in ladies style.
4. Pocket Hemmed with lining.
5. Oversized functional fit, stabilized shrinkage.

Option 2: Button Front, Long Sleeve Shirt.

1. Material: 100% Cotton, preshrunk, fast color.
2. Color: Manufacturer's standard assorted colors, or any stock color which shall coordinate with trousers. Color selection to be submitted with bid.
3. Style: Convertible collar uniform shirt.
4. Pockets: Two pockets in square design. Left pocket to have pencil division, uniformity of shape and size. Left pocket to have pencil division of 1-1/4".

B. **Shirts: Pull Over: Knit, Short Sleeve Shirt.**

1. Material: 5.4 oz vat dyed pique knit, 50% combed cotton, 50% polyester. Finish soft hand soil released.
2. Color: Manufacturer's standard assorted colors, or any stock color which shall coordinate with trousers. Color selection to be submitted with bid.
3. Style: Three cross-stitched matching melamine buttons. Single lock flat knit fashion collar. Must be available in ladies style.
4. Pocket Hemmed with lining.
5. Oversized functional fit, stabilized shrinkage.

C. **Pants.** 100% cotton, 14oz. denim fabric, with heavy duty brass zipper with memory lock, copper button, with five traditional western jean pockets including a watch pocket below waistband. **Color is denim.**

D. **Coveralls.** 65% polyester/35% cotton, 7 ½ oz. twill fabric, with two-way brass zipper, gripper at top and at neck, one-piece collar, with hemmed sleeves, set-in front pockets, two breast pockets, two patch hip pockets, one rule pocket. Color selection to be submitted with bid.

E. **Jackets.** Modified Ike-type, 7 ½ oz. twill, 65% polyester/35% combed cotton, pre-cure durable press finish, with solid brass zipper for closure, two-piece top stitched w/ sewn-in stays collar, with two position adjustable cuffs; waist length, with two large button-thru breast pockets w/flaps, sewn-in pencil stall at left. Color selection to be submitted with bid.

F. **Mats.** Nylon with rubber backing in 3 x 10, 3 x 4, 3 x 5, and 4 x 6 to be delivered multiple buildings on both a monthly and bi-weekly schedule. Mats should not roll at edges.

V. PRICING SCHEDULE/AWARD:

		Rental		
		<u>Qty.</u>	<u>Rental Price</u>	<u>Replacement Cost</u>
A.	Price per employee for the initial fitting	1EA.	\$ _____	\$ _____
B.	Long Sleeve Shirt as described in IV. A.			
	Option 1.	1EA.	\$ _____	\$ _____
C.	Long Sleeve Shirt as described in IV. A.			
	Option 2.	1EA.	\$ _____	\$ _____
D.	Short Sleeve shirt as described above	1EA.	\$ _____	\$ _____
E.	Pants as described above	1EA.	\$ _____	\$ _____
F.	Coveralls as described above	1EA.	\$ _____	\$ _____
G.	Jackets as described above	1EA.	\$ _____	\$ _____
H.	Mat 3 x 10 delivered monthly	1EA.	\$ _____	\$ _____
I.	Mat 3 x 10 delivered bi-weekly	1EA.	\$ _____	\$ _____
J.	Mat 4 x 6 delivered monthly	1EA.	\$ _____	\$ _____
K.	Mat 4 x 6 delivered bi-weekly	1EA.	\$ _____	\$ _____
L.	Mat 3 x 5 delivered monthly	1EA.	\$ _____	\$ _____
M.	Reflective shirt	1EA	\$ _____	\$ _____
N.	Reflective pants	1EA	\$ _____	\$ _____
O.	Reflective Jeans	1EA	\$ _____	\$ _____
P.	Reflective coverall	1EA	\$ _____	\$ _____
Q.	Reflective jackets	1EA	\$ _____	\$ _____
R.	FR Jeans	1EA	\$ _____	\$ _____
S.	FR shirt	1EA	\$ _____	\$ _____

Lease

A.	Long Sleeve Shirt as described in IV. A.			
	Option 1.	1EA.	\$ _____	\$ _____
B.	Short Sleeve shirt as described above	1EA.	\$ _____	\$ _____
C.	Pants as described above	1EA.	\$ _____	\$ _____
D.	Jackets as described above	1EA.	\$ _____	\$ _____
E.	Reflective shirt	1EA	\$ _____	\$ _____
F.	Reflective pants	1EA	\$ _____	\$ _____
G.	Reflective Jeans	1EA	\$ _____	\$ _____
H.	Reflective coverall	1EA	\$ _____	\$ _____
I.	Reflective jacket	1EA	\$ _____	\$ _____

County purchase Items

A.	Carhartt Jackets Insulated	\$ _____	S-XL	\$ _____	2X-4X
B.	Insulated Coveralls	\$ _____	S-XL	\$ _____	2X-4X
C.	Short Sleeve shirts for Housekeeping	\$ _____	S-XL	\$ _____	2X-3X
D.	Long Sleeve shirts for Housekeeping	\$ _____	S-XL	\$ _____	2X-3X
E.	Smocks	\$ _____	S-XL	\$ _____	2X-3X

VI. BID EVALUATION PROCEDURES: **Bids shall be evaluated on the basis of the lowest grand total price from responsive, responsible bidders. The low bidder shall be determined by use of the prices provided by the bidder in the Pricing**

ATTACHMENT A TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

[http://www.montgomerycountytva.gov/filestorage/16277/16344/16633/16661/IFB terms and conditions.pdf](http://www.montgomerycountytva.gov/filestorage/16277/16344/16633/16661/IFB%20terms%20and%20conditions.pdf)

SPECIAL TERMS AND CONDITIONS

1. **EVALUATION AND AWARD:** Awards are made to the lowest responsive and responsible bidder. Evaluation will be based on grand total. Unit prices, extensions and grand total must be shown. However, Montgomery County reserves the right on multiple item procurements to make a separate award of each item, a group of items, and to make an award either in whole or in part, whichever is deemed in the best interest of Montgomery County. In case of arithmetical errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. Montgomery County reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.
2. **AUDIT:** The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. Montgomery County, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
3. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to Montgomery County will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
4. **CANCELLATION OF CONTRACT:** Montgomery County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
5. **IDENTIFICATION OF SEALED BID ENVELOPE:** The signed bid should be returned in a separate envelope or package, sealed and addressed as follows:
MONTGOMERY COUNTY
Purchasing Department
755 Roanoke Street, Suite 2C
Christiansburg, Virginia 24073-3179
Reference the opening date and hour, and Bid Number in the lower left corner of the envelope or package.
If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. No other correspondence or other bids should be placed in the envelope. Bids may be hand delivered to the Montgomery County Purchasing Department.
6. **INDEPENDENT CONTRACTOR:** The contractor shall not be an employee of Montgomery County, but shall be an independent contractor.
Nothing in this agreement shall be construed as authority for the contractor to make commitments which shall bind Montgomery County, or to otherwise act on behalf of Montgomery County, except as Montgomery County may expressly authorize in writing.
7. **INSURANCE:**
By signing and submitting a bid under this solicitation, the Bidder certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences. Additionally, it will maintain these during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.
During the period of the contract, Montgomery County reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.
INSURANCE COVERAGES AND LIMITS REQUIRED:
 - A. Worker's Compensation - Statutory requirements and benefits.
 - B. Employers Liability - \$100,000.00
 - C. General Liability - \$500,000.00 combined single limit. Montgomery County and the Commonwealth of Virginia shall be named as an additional insured with respect to goods/services being procured. This coverage is to include Premises/Operations Liability, Products and Completed Operations Coverage, Independent Contractor's Liability, Owner's and Contractor's Protective Liability and Personal Injury Liability.
 - D. Automobile Liability - \$500,000.00The contractor agrees to be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from the payment of all sums of money by reason of any claim against them arising out of any and all occurrences resulting in bodily or mental injury or property damage that may happen to occur in connection with and during the performance of the contract, including but not limited to claims under the Worker's Compensation Act. The contractor agrees that it will, at all times, after the completion of the work, be responsible for, indemnify, defend and hold harmless Montgomery County, its officers, agents and employees from all liabilities resulting from bodily or mental injury or property damage directly or indirectly arising out of the performance or nonperformance of the contract.
8. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, Montgomery County reserves the right granted by Section 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to Montgomery County whenever such low bid exceeds Montgomery County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by Montgomery County for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. Montgomery County shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that Montgomery County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by Montgomery County and the lowest responsive, responsible bidder.

9. **MINORITY BUSINESS, WOMEN-OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.
10. **SPECIAL OR PROMOTIONAL DISCOUNTS:** The Contractor shall extend any special promotional sale prices or discounts immediately to Montgomery County during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
11. **EXTRA CHARGES NOT ALLOWED:** The bid price shall be for complete installation ready for Montgomery County use, and shall include all applicable freight, gas and installation charges; extra charges will not be allowed.
12. **PRICE ESCALATION/DEESCALATION:** Price adjustments may be permitted only for changes in the Contractor's cost of materials not to exceed the increase in the following index/indices: CPI-W, Services Category. No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only where verified to the satisfaction of the Montgomery County Purchasing Department. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to Montgomery County.
Contractor shall give not less than 30 days advance notice of any price increase to the Montgomery County Purchasing Department. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to Montgomery County; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers.
The Montgomery County Purchasing Department will notify the Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the Montgomery County Purchasing Department.
13. **SAMPLES:** Bidders shall provide a bid sample for each designated item so offered prior to or with their sealed bid. Bid samples shall be an exact and true representative sample of the actual material offered. Each bid sample shall be properly tagged or labeled with the name of the bidder and manufacturer, the bid opening date, the requisition or inquiry number and the specific commodity or item number. Bid samples shall be provided at no cost to Montgomery County. Bid samples will be handled and disposed of in accordance with Section 4.27 of the Agency Procurement and Surplus Property manual. Furthermore, Montgomery County reserves the right to secure additional check samples from the actual material supplied. In the event the check samples fail to conform with the contract requirements, the Contractor shall immediately replace the portion of the delivered commodity with acceptable material conforming to the contract requirements at no additional costs to Montgomery County.
Submit bid samples to:
Montgomery County Purchasing Department
755 Roanoke Street
Christiansburg, VA 24073
Sealed Bid # 12-11
14. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
15. **WARRANTY (COMMERCIAL):** The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to Montgomery County by any other clause of this solicitation. A copy of this warranty must be furnished with the bid.

ATTACHMENT B

**Standard Contract form for reference only
Bidders do not need to fill in this form**

**MONTGOMERY COUNTY
STANDARD CONTRACT**

Contract Number: _____

This contract entered into this ____ day of _____ 201__, by _____, hereinafter called the "Contractor" and Montgomery County, called "The County".

WITNESSETH that the Contractor and The County, in consideration of the mutual covenants, promises and agreements herein contained, agrees as follows:

SCOPE OF CONTRACT: The Contractor shall provide the _____ to The County as set forth in the Contract Documents.

CONTRACT PERIOD: The initial contract period is _____ through _____.

COMPENSATION AND METHOD OF PAYMENT: The Contractor shall be paid by Montgomery County in accordance with the contract documents.

CONTRACT DOCUMENT: The contract documents shall consist of this signed contract, Invitation for Bid Number _____ dated _____, together with all written modifications thereof and the bid submitted by the Contractor dated _____, all of which contract documents are incorporated herein.

In WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

Contractor: _____ By: _____
Montgomery County

Title: _____ F. Craig Meadows, County Administrator