ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT

INVITATION TO BID NO. 20-188-ITB

ADDENDUM NO. 2

Arlington County (hereinafter referred to as the "County") Invitation to Bid (ITB) No. 20-188-ITB for the provision of Community Planning and Housing Department (CPHD) Inspection Services Division (ISD) and Zoning Division Uniforms is amended as follows:

- ITB EXTENSION: Sealed bids will be received by Arlington County via Vendor Registry, until 1:00 p.m. on the 15th day of July 2020. All corresponding references to the bid opening date and time shall reflect this change.
- QUESTIONS AND ADDENDA EXTENSION: For a question to be considered, the question must be entered in the Question Section of Vendor Registry for ITB No. 20-188-ITB, CPHD ISD & Zoning Uniforms and must be submitted on or before 1:00 p.m. on June 30th, 2020. All Brand Name/Equivalent Bid requests shall also be submitted by that date and time.

• I. INFORMATION TO BIDDERS HAS BEEN AMENDED TO READ:

The County will award the contract to the lowest responsive and responsible Bidder for each section identified on Attachment A.

• II. SPECIFICATIONS, A. INTRODUCTION HAS BEEN AMENDED TO READ:

Arlington County Government (ACG) Community, Planning and Housing Department (CPHD), Inspections Services Division (ISD) and Zoning Division are comprised of approximately 120 staff members. ACG CPHD-ISD/Zoning is seeking bids from qualified bidders for the provision of uniforms and apparel. Arlington County desires to establish a term contract(s) for uniform and apparel items for up to five (5) years for the items listed on Attachment A with the lowest responsive and responsible Bidder of each section (e.g. Section 1. Shirts, Section 2. Pants, etc.). Further, Arlington reserves the right to request items not specifically listed on Attachment A. Prices for such items will be governed by the percentage discount identified by the Bidder on Attachment A. Additionally, Arlington County departments other than those listed in this solicitation may utilize any resulting contract.

The awarded Contractor shall offer systems which allow orders to be placed through email and online platforms with billing and itemized invoices sent to the ordering division. For each section on Attachment A for which the Bidder desires to be awarded, Bidders must enter a cost greater than \$0 for each item in that section.

• II. SPECIFICATIONS, B. SCOPE OF WORK, 12. DELIVERY AND SHIPMENT COST HAS BEEN AMENDED TO READ:

12. Bidders shall identify all applicable delivery and charges associated with orders. On Attachment A, Bidders shall insert either a flat fee cost or percentage of order cost in the "Shipping Cost Structure Items" section. Costs inserted in the "Shipping Cost Structure" shall be added to each order in that price range.

• THE FINAL AGREEMENT FOR THIS SOLICIATION SHALL HAVE THE FOLLOWING CLAUSE (E.G. CLAUSE ADDED TO SAMPLE AGREEMENT NO. 20-188-ITB IN SECTION III. AGREEMENT AND TERMS AND CONDITIONS):

6. CONTRACT PRICING WITH OPTIONAL PRICE ADJUSTMENTS

The Contract Amount/unit price(s) will remain firm until

("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period preceding the Price Adjustment date of each year of the Contract.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, whether or not the County has previously elected to extend the Contract's term.

• ATTACHMENT A HAS BEEN REVISED AND IS ATTACHED

• THE COUNTY HAS APPROVED THE FOLLOWING SUBSTITUTIONS:

- <u>SanMar Sport-Tek® Spectator Gloves</u> is an approved substitute for Line 19: Winter stretch knot gloves for men and women S-XL on Attachment A.
- <u>SanMar Port Authority Flexfit Cotton Twill Cap</u> in Color "Stone" is an approved substitute for Line 20 and Color "True Navy" is an approved substitute for Line 21.
- o <u>SanMar Port & Company[®] Knit Cap</u> is an approved substitute for Line 18 in Color "Navy".

• THE COUNTY HAS RECEIVED THE FOLLOWING QUESTIONS IN RESPONSE TO THIS ITB. QUESTIONS AND RESPONSES ARE INCLUDED BELOW.

• <u>Question #1</u>: II Specifications B 1 Catalogs. If a manufacturer or vendor does not have a hard copy catalog, will online suffice? Or if the purchasing agent requires hard copy and it is unavailable would we be in breach of contract?

<u>Answer #1</u>: Per II. Specifications, 1. General Performance Task, vendors are asked to provide catalogs to the County either in hard copy or online, upon request. If a manufacturer or vendor does not have a hard copy catalog, online is sufficient. As this requirement is upon request, if a vendor or manufacturer can not meet that request, please state so in the bid, so that Purchasing can evaluate the lowest responsive and responsible Bidder.

 <u>Question #2</u>: Specifications B f States that product should be delivered within seven (7) days after the receipt of order. Unfortunately, product availability and turn times, particularly for Lands End, is out of control and seven (7) days is not an attainable turn time (particularly when shipment times are added in). Is there a way to note what our typical turn times are when submitting the bid and to have it incorporated into the contract if awarded?

<u>Answer #2</u>: Specifications B. Scope of Work, 1. General Performance Task, f. has been changed to hereby read:

f. Supply and delivery items as specified within 15 business days after the receipt of order. The County must be given the expected delivery time and approve it. Substitutions shall not be allowed without prior written approval from the County.

 <u>Question #3</u>: II Specifications B 1 G States that all order and invoice discrepancies must be resolved within 5 business days of receipt of notification from the county. Does this mean that they must be resolved to resolution with reasonable time allowed to deliver any product, or does this mean that the county expects replacement garments within five days? Is there a way to note that we would not be able to commit to that in our bid?

<u>Answer #3</u>: Resolution of all order discrepancies means that all shortages and damages are replaced. Specifications B. Scope of Work, 1. General Performance Task, has been changed to hereby read:

g. Resolve all order and invoice discrepancies (e.g. shortages, damages, etc.) within 10 business days from the receipt of notification of the County.

However, if items can not be delivered within that timeframe, the vendor should notify the County and agree with Arlington County on the delivery timeframe or move to the resolution of an invoice due to the discrepancy. Resolution of invoice discrepancies within 5 business days means that the County will receive a corrected invoice within that time period.

<u>Question #4</u>: II Specifications B 5 States that the quote should have items quoted FOB destination with freight included, but II B 12 states that it should be added to the spreadsheet. I assume section 12 governs the bid, but can you confirm?

Answer #4: Per II. Specifications, B. General Performance, Task 5. Delivery Requirements, the County is indicating that shipping shall be FOB destination and that no additional charge should be given for inside delivery. Please see Attachment A for the removal of the FOB destination shipping cost per item and the change above for II. Specifications, B. Scope of Work, 12. Delivery and Shipment Cost.

<u>Question #5</u>: Is there an estimate for how many garments of the estimated quantity would be ordered shortly after the bid is awarded, and how many would be needed in smaller increments over time?

<u>Answer #5</u>: The County anticipates ordering approximately 150 items (e.g. pants and shirts) on its initial order. However, Bidders shall base their bid on the "Estimated Yearly Quantity" in Attachment A.

• <u>Question #6</u>: Section II A States that the contract term is for up to five years. Does this bid require the quoted prices to be honored for five years?

<u>Answer #6</u>: The County desires to establish a term contract for uniform and apparel items with the lowest responsive and responsible Bidder for 5 years at the prices the Bidder indicates in Attachment A. However, the final contract will allow for optional price adjustments as in the final agreement change noted above.

• **Question #7**: Can a field for part numbers be added on the Excel sheet?

Answer #7: The County requests that Bidders rely on the descriptions in Attachment A as each item may have different item numbers based on style, size, and color.

• <u>Question #8</u>: The Excel spreadsheet does not have a field for logo setup charges. How should that be incorporated into the bid? Can a field be added on the spreadsheet?

<u>Answer #8</u>: Design and Customization set-up charges has been added to the revised Attachment A.

• <u>Question #9</u>: The Excel spreadsheet does not allow for upcharges when the garment size is XXL and above or talls. Is it possible to have that added to the spreadsheet? And do you have an estimate for how many employees will need those sizes?

Answer #9: Attachment A has been revised to address upcharge for Specialty Sizes.

 <u>Question #10</u>: Regarding the insurance requirements for this bid, I am a soleemployee LLC. As such, I don't have worker's compensation (we don't have a physical location where production is done). Is it possible to get that requirement lifted?

Additionally, we will be using standard freight carriers to transport the goods, and the product is FOB destination, is there a way to confirm if that is needed?

Answer #10: Virginia law states that any firm that employs three or more workers must carry Worker's Compensation insurance. In addition, companies that hire contractors to perform regular job tasks or to fulfill a contract must count those individuals when determining how many employees they have for workers' comp purposes.

The state considers all of the following to be employees for workers' comp purposes:

- Full-time or part-time workers
- Corporate officers and managers of limited liability companies (LLCs), even if they're not actually performing job duties for pay
- Family members that work for the business
- Employees who work on a temporary or seasonal basis
- Immigrants or workers who are being trained
- Workers younger than age 18

However, if by these definitions, a company is a sole proprietor and can show such on their W-9, worker's compensation is not required.

Regarding standard freight carriers to transport goods, each Bidder can select carriers. FOB Destination shipment is required for this contract as the County is indicating that legal title to the goods remains with the supplier until the goods reach the County.

The balance of the solicitation remains unchanged.

Arlington County, Virginia Meloni Hurley, VCA, VCO Assistant Purchasing Agent Mhurley1@arlingtonva.us

RETURN THIS PAGE, FULLY COMPLETED AND SIGNED, WITH YOUR BID:

BIDDER ACKNOWLEDGES RECEIPT OF ADDENDUM NUMBER ______.

FIRM NAME:	
AUTHORIZED	
SIGNATURE:	DATE:

20-188-ITB: COMMUNITY PLANNING AND HOUSING DEPARTMENT (CPHD) INSPECTION SERVICES DIVISION (ISD) AND ZONING DIVISION UNIFORMS ATTACHMENT A

ltem No.	Brand Name or Equivalent	Item Description	Estimated Yearly Quantity	Unit of Measure	Unit Price	Total Extension Price
		SECTION 1: Shirts				
1	Land's End or Equivalent	Land's End Brand 100% Pima Cotton Long Sleeve Polo Shirts with Pocket in various colors in sizes PXS – TXL3 for Men and Women with logo above left pocket	45	Each	\$0.00	\$0.00
2	Land's End or Equivalent	Land's End Brand 100% Pima Cotton Long Sleeve Polo Shirts without Pocket in various colors and sizes PXS – TXL3 for Men and Women with logo on left chest	45	Each	\$0.00	\$0.00
3	Land's End or Equivalent	Land's End Brand 100% Pima Cotton Short Sleeve Polo Shirts with Pocket and sizes PXS – TXL3 for Men and Women with logo above left pocket	85	Each	\$0.00	\$0.00
4	Land's End or Equivalent	Land's End Brand 100% Pima Cotton Short Sleeve Polo Shirts without Pocket and sizes PXS – TXL3 for Men and Women with logo on left chest	85	Each	\$0.00	\$0.00
5	Land's End or Equivalent	Land's End Brand Women's ¾ Length Sleeve Interlock, 60% cotton/40% polyester Johnny Collar Shirt in sizes PXS-XXXL various colors and sizes XS-XXXL with logo on left chest	25	Each	\$0.00	\$0.00
6	Land's End or Equivalent	Land's End Brand Men's Long Sleeve Dress Shirts with pocket, sizes SM-XXXLT solids and prints, various colors, logo above left pocket	25	Each	\$0.00	\$0.00
7	Land's End or Equivalent	Land's End Brand Women's Long Sleeve Dress Shirts, sizes XS-XXXL solids and prints, various colors, logo on left chest	25	Each	\$0.00	\$0.00
8	Land's End or Equivalent	Land's End Brand Men's Long Sleeve Double Pocket with Flaps Work Shirts in sizes S-TXXXL and various colors, logo above left pocket	15	Each	\$0.00	\$0.00
9	Land's End or Equivalent	Land's End Brand Men's Short Sleeve Double Pocket with Flaps Work Shirts in sizes S-TXXXL and various colors, logo above left pocket	15	Each	\$0.00	\$0.00
10	Land's End or Equivalent	Land's End Brand Cotton Sweater V-Neck and Round neck Vests for men and women, XS-XXXLT, various colors, logo on left chest	25	Each	\$0.00	\$0.00
		SECTION 1 Total				\$0.00
		SECTION 2: Pants				
11	Tactical Brand or Equivalen	5.11 TacticalBrand Stryke style # 74369 Pants for Men, 1 sizes 28-44 waist, 30-36 length, in various colors	40	Each	\$0.00	\$0.00
12	Factical Brand or Equivalent	5.11 Tactical Brand Women's Stryke Style #64386 Pants, t sizes 0-20, regular and long length, various colors	20	Each	\$0.00	\$0.00
		SECTION 2 Total				\$0.00
13		SECTION 3: Outerwear				
14	Land's End or Equivalent	Land's End Brand 3 in 1 Jackets for men and women in sizes PXS-TXXXL in various colors with logo on left chest of all 3 items	10	Each	\$0.00	\$0.00
15	Land's End or Equivalent	Land's End Brand Cotton Sweater V-Neck and Round neck Vests for men and women, XS-XXXLT, various colors, logo on left chest	20	Each	\$0.00	\$0.00

Section 3 Total				\$0.00		
21	WearGuard or Equivalent	WearGuard Flex Fit Cotton Twin Caps, navy with white logo, sizes SM-XLG	20	Each	\$0.00	\$0.00
20	WearGuard or Equivalent	WearGuard Flex Fit Cotton Twill Caps, sand with navy logo, sizes SM-XLG	20	Each	\$0.00	\$0.00
19		Winter stretch knit gloves for men and women S-XL	20	Each	\$0.00	\$0.00
18	WearGuard or Equivalent	WearGuard cuffed knit hats navy with white logo	20	Each	\$0.00	\$0.00
17	WearGuard or Equivalent	WearGuard cuffed knit hats tan with navy logo	20	Each	\$0.00	\$0.00
16	Land's End or Equivalent	Land's End Brand Cotton Cardigan Sweaters for men and women, XS-XXXLT, various colors, logo on left chest	30	Each	\$0.00	\$0.00

Catalog website _

Percentage Discount on Catolog Prices Not Specifically Listed Above _____%

Shipping Cost Structure	Cost (\$) or
	Percentage of
	Order Cost (%)
\$0-\$100	
\$100-\$500	
\$500-\$1000	
\$1000+	
	-
Design and Customization Set-Up Fee	\$

Upcharge for Speciality Sizes	Cost
XXL	\$
Tall	\$