

# Invitation to Bid – Uniform, Janitorial and Linen Rentals January 15, 2020 Solicitation # 999-0120-15

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than <u>2:00 P.M.CST</u>, <u>February 3, 2020</u>, and then publicly opened and read aloud for Uniform, Janitorial and Linen Rental.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1579.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

#### **Bid Instructions**

Vendor registration is requested - Complete an online vendor application at https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration or you may request a printed copy of the vendor application by calling 931-560-1580. Vendor application must be made prior to bid award.

To be considered, you must:

- 1. Submit a completed bid sheet using the form supplied with this Invitation to Bid on or before the bid opening date and time as stated above.
- 2. Submit a written explanation of ANY exceptions you are taking to the specifications, terms, conditions or requirements as found in this invitation to bid.
- 3. Alternate products will be considered provided they meet or exceed standards as contained herein.

All bid documents shall be returned to:

Purchasing Agent, City Manager's Office, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with <u>Invitation to Bid Uniform Services</u> and opening date of bid, February 3, 2020.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

# 1. SCOPE

The City of Columbia is seeking bids from qualified vendors to provide rental and laundry services for uniforms, janitorial items and linen supplies for City departments. The term of the agreement will be for a three-year period. It will be requested of City Council that the award allow for an extension of two additional years at the option of the City for a total of five years. While the extension will be recommended, it cannot be guarantee without council approval. The quality of the uniform in construction and appearance is highly important in promoting a positive and professional image for the City therefore all vendors are requested to bid based upon supplying all new uniforms and maintaining those uniforms in a condition that reflects well on the City.

### 2. GENERAL CONDITIONS

- Acceptance of Bids: The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.
  - If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.
- Error in Bid: In case of error in the extension prices in the bid, the unit price
  governs. No bid shall be altered, amended or withdraw, unless the acceptance date
  has expired, after the opening date of bids. Negligence on the part of the bidder in
  preparing the bid confers no right for withdrawal of the bid after it has been
  opened.
- 3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- 4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- 5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or

- officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
- 6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- 7. **Bid Sheets:** Bidders shall use the bid sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Bid sheets must contain prices on per unit.
- 8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
- 9. Delivery: The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- 10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number seventeen (17) of these conditions.
- 11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.
- 12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- 13. **Bid Opening:** Bids may be mailed or delivered to the Executive Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and

- publicly read at a time as specified herein. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- 14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- 15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- 16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
- 17. Financial Statements: Financial statements will be submitted upon request.
- 18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.

### 19. Complaints – Vendors

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. <u>Step One</u> Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. <u>Step Two</u> If the vendor is not satisfied wit the Purchasing Agent's response, the vendor may appeal in writing to the City Manager within 11 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

### 3. SPECIAL CONDITIONS

 Repairs or mending of shirts, pants and coats to the level of industry standard serviceability shall be the responsibility of the vendor and at

- no cost to the City. Alterations if required and repairs of minor damage to uniforms shall also be included in the prices quoted. There shall be no separate charges made for these services.
- 2. The City shall be responsible for replacement of any lost items or items damaged by the City and beyond repair.
  - i. Items damaged as part of the cleaning or laundry process shall be replaced by the vendor with no charge to the City.
  - ii. Items damaged by the City and requiring replacement shall be returned to the City Department head or designee for inspection and approval before replacement charges can be invoiced.
- 3. All prices quoted shall be all inclusive of fuel surcharges, environmental fees or other charges unless specifically and separately listed and explained as part of the bid submitted. Adjustments or additions for such items shall not be made during the period of award or subsequent renewals thereof.
- Any items that become worn or discolored due to defective workmanship or materials shall be replaced at no additional cost to the City.
- 5. Newly hired employees of the City shall be furnished with new uniforms. Like new uniforms are unacceptable.
- 6. The vendor shall have an authorized official representative visit each City Department at a prearranged and designated time to gain a precise uniform measurement of each individual employee upon initiation of contract and thereafter as made be required.
- 7. Size changes will be taken care of by the vendor at a mutually agreeable time at no additional charge to the City.
- 8. Surcharges for oversize uniform items must be clearly indicated on the bid form submitted.
- 9. The City reserves the right to negotiate with the awarded vendor at any time during the award period for changes in uniform type, quantity of type of items furnished without re-bidding the contract.

#### 4 INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The awarded vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before

entering into any agreement to sublet any part of the work to be done under this Contract.

The following insurance requirements are the minimum that will be acceptable:

- 1. Worker's Compensation Insurance State statutory limits
- Commercial General Liability Including products and completed operations coverage and contractual liability on the amount of \$1,000,000 CSL (combined single limit).
- 3. Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$1,000,000 CSL.
- 5. <u>Taxes and Indemnification</u> The Vendor shall comply with all applicable local, State and Federal laws to include employment laws and taxes. The vendor is further responsible for all taxes associated with providing services under this contract. The vendor agrees to hold harmless and indemnify the City for any and all losses the City may sustain as a results of the actions of the Vendor, his employees, or any subcontractors hired as a result of any award.
- 6. <u>Time of the Essence</u> Time is of the essence in the performance of a resulting contract. Repeated delays in delivery, shortages of items, or condition of returned uniforms shall be interpreted as failure to meet contractual obligations and shall be cause for cancellation of any award.
- 7. <u>Invoicing and Payments</u> All invoices will be paid within thirty (30) days of receipt of invoice and under the following conditions.
  - 1. A separate invoice shall be prepared for each department.
  - 2. All pricing is accurate and consistent with the awarded bid.
  - 3. Charges for replacement items will not be allowed unless item being replaced has been returned to the department and approved for replacement by the department head or their designee.
- 8. <u>Renewals</u> The City will consider annual adjustments to the unit pricing of any or all items starting on July 1 following the first year anniversary of the award; however, any proposed increases must be disclosed and be part of the bid submitted.
- 9. Bid Analysis and Recommendation for Award -
  - 1. A responsive bidder must be able to furnish all items requested and comply with terms and conditions of this invitation to bid.
  - 2. The low bidder shall be lowest aggregate bid submitted using the methodology described below and shall account for potential annual renewal adjustments.
  - 3. While there are numerous items for which bids are to be submitted, only those items which account for the majority of the cost to City will be considered in the analysis of the bid. The unit or per item price shall be multiplied by the quantities listed and

adjusted number in a set if applicable in order to determine the overall bid. The amount obtained shall further be adjusted for future renewal options as well.

Bid Analysis Matrix

Item	Qty	Total	
LS Shirts 65 /35	99	Per item bid x 11 x Qty	
Denim Pants	75	Per item bid x 11 x Qty	
LS Cotton Shirt	23	Per item bid x 11 x Qty	
Polo Shirts	12	Per item bid x 11 x Qty	
Cotton Pants	9	Per Item bid x 11 x Qty	
Jacket 65/35	99	Per Item bid x Qty	
Shop Towels	700	Avg item bid x Qty	
3 x 5 Mats	7	Per Item bid x Qty	
4 x 6 Mat	11	Per Item bid x Qty	
3 x 10 Mat	4	Per Item bid x Qty	

#### 10. Contract -

- 1. A copy of any contract or service agreement required by the bidder shall be submitted along with the bid.
- 2. In the absence of a vendor supplied agreement, the City will supply a service agreement for execution.
- 3. Subcontracting for any of the services required under this invitation to bid shall not be allowed.
- 11. <u>Specifications and Requirements</u> Uniform sets consisting of 11 shirts and 11 pants shall be available to all uniformed employees. This will allow the employee to have a sufficient rotation of garments for a week.

**Service locations** – The selected vendor shall agree to provide services to any or all City of Columbia locations now existing or during the terms of the agreement.

**Inventory Tracking** – The selected vendor shall utilize a bar code tracking system for each garment supplied. Bar codes shall be unique to the employee and scanned upon pick up and delivery of garments. Receipts of scanned garments shall be provided upon both pick up and delivery.

**Blended Uniform Shirts** - 65/35 poly cotton blend, 4.25 oz, Two button through reinforced chest pockets, Long & Short sleeve, Men's and Women's

**Blended Uniform Pants** -65/35 poly cotton blend twill, 7.75 oz., 7 belt loops, and heavy duty brass zipper and button closure, two back pockets one pocket having button closure

**Blended Uniform Shorts** -65/35 poly cotton blend twill, 7.5 oz., 7 belt loops, and heavy duty brass zipper and button closure, two back pockets one pocket having button closure

**Cotton Uniform Shirt** – 100% cotton, 6 oz , Two button through reinforced chest pockets

Cotton Uniform Pants -100 % Cotton, flat front, 8.5 oz., 7 belt loops, and heavy duty brass zipper and button closure, two back pockets one pocket having button closure

**Button Down Oxford Shirt** -60/40 cotton/ poly blend with top stitch, banded button down collar, Long sleeve with two button adjustable cuff, short sleeves hemmed, Men's & Women's

**Polo Shirts** - Pique' polos, pocket less, hemmed sleeves, tag free neck, 3.8 oz. snag free polyester

Cotton denim jeans – 100% pre- shrunk cotton,13.75 oz., five pocket style, heavy duty brass zipper, riveted button closure, classic fit

Cotton denim jeans – 100% pre- shrunk cotton, 13.75 oz five pocket style, heavy duty brass zipper, riveted button closure, relaxed fit

**Lined Hip Jacket** -65/35 polyester cotton blend twill, 100% polyester lining, heavy duty brass zipper, on seam pockets, left sleeve utility pocket, 2  $\frac{1}{2}$  inch visibility trim down both sleeves, front and back

Ansi class 3 Hi Vis T-shirt with pocket -100% jersey knot polyester, 5.75 oz with hi-viz reflective tape on front and back, short sleeve – currently not rented

Ansi Class 2 High Viz jacket with zip in liner polyester lining, florescent yellow polyester with 360 visibility protection – currently not rented, under consideration

**Lab Coat** -80/20 poly cotton lab coat with left chest pocket and front patch pocket, men's and women's

**Walk Off Mats** – Nylon pile, lay flat borders, "high traction" certified, meets federal flammability standard DOC FF 1-70

Scraper Mats -4' x 4'

**Dry Mops** – handles and frames included. Sizes 30", 24" 48"

**Towel Service –** 

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Shop Towel – 18" x 18"
Bar Towel – Cotton, 16" x 19"
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Roll Towels – Continuous roll Bath Towels – Cotton, 20" x 40" – Currently not rented, may consider

Fender Cover – Size 54" x 36"

**Replacement** Costs – Bids shall include the replacement costs for all items bid. The replacement cost for each item shall be effective for the entire life of contract or renewals thereof.

# **CITY OF COLUMBIA, TENNESSEE**

BID SHEET - Invitation to Uniform, Janitorial and Linen Rental , Solicitation 999-0120-15— Page 1 of 2

\*\*All bids are to be expressed as per item and not by sets.\*\*

ITEM	GENDER		1 ST YEAR	REPLACEMENT
	М	F	PER UNIT	COST PER UNIT
Blended Uniform Shirts Long Sleeves				
Blended Uniform Shirts – Short Sleeves				
Blended Uniform Pants				
Blended Uniform Shorts				
Cotton Uniform Shirt Long Sleeves				
Cotton Uniform Pants – Males				
Button Down Oxford Shirt Long Sleeve				
Button Down Oxford Shirt Short Sleeve				
Polo Shirt				
Cotton Denim Jeans – Classic Fit –				
Cotton Denim Jeans – Relaxed Fit –				
Lined Hip Jacket				
ANSI 3 Hi Viz – pocketed T Shirt				
ANSI 2 High Viz Jacket				
Coat - Lab				
Roll Towels- White				
Bar Towel				
Bath Towel				
Shop Towel (Wipes) 18 x 18				
Fender Cover 36"x54"				
Dust Mop with handle & frame – 30 inch				
Dust Mop with handle & frame – 24 inch				
Dust Mop with handle & frame – 48 inch				
Mat 4'x6'				
Mat 3'x5'				
Mat 3'x10'				
Mat 3 x15				
Scraper Mat 4 X 4				

In compliance with this **Invitation for Bid for Uniform, Janitorial and Linen Rental**, Solicitation 999-0120-15 and subject to all conditions, terms and specification thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted and at the price quoted as specified herein together with any renewals as may be provided for herein.

All prices offered shall be fixed from the date of the award until July 1, 2021 at which time an adjustment in unit pricing equal to price adjustment bid may be applied. Annual adjustments on July 1 of each subsequent year may be applied based upon the annual adjustment as bid.

Annual adjustment percentage effe	ective 7/1/2022						
Annual adjustment percentage effective 7/1/2023							
If approved to extend the contract	t beyond 3 years						
Annual adjustment percentage effe	ective 7/1/2024						
Annual adjustment percentage effo	ective 7/1/2025						
My signature certifies that the accompanyir another person or company engaged in the under the Laws of the State of Tennessee or collusive bidding is a crime and can result in am authorized to sign this bid for the bidder	same line of business or commerce, r the United States. Furthermore, I un fines, prison sentences, and civil dar	or any act of fraud punishable nderstand that fraudulent and					
Vendor Name:							
Vendor's Signature:	Title	Date:					

Annual adjustment percentage effective 7/1/2021 -\_\_\_\_\_

# IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more

in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list,created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name:	
Vendor Signature:	Date: