



Invitation to Bid – Hi Visibility Parka
October 20, 2015
Solicitation #422-1015-10

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 **2:00 P.M.CST, November 12, 2015**, and then publicly opened and read aloud for Parkas.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions -

1. Submit a bid using the bid sheet as supplied with this invitation to bid
2. Submit an explanation of all exceptions taken to specifications, if any, where the items furnished fails to meet or exceed specifications contained herein or exception to terms and conditions as herein found.
3. Have on file an updated vendor application form. An application may be filled out online from our website <https://vrapp.vendorregistry.com/Vendor/Register/Index/columbia-tn-vendor-registration> or a hardcopy application may be requested by calling 931-560-1580
4. All forms must be signed by bidder's representative with legal capacity to bind the bidder.
5. All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Parka** and opening date of bid, November 12, 2015.

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. Faxed or e-mail bids will not be accepted.

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

All inquiries and questions regarding bid specifications shall be in writing. Oral explanation or interpretation of specifications given by the City prior to bid opening shall not be binding on the City of Columbia

All costs associated with the preparation or delivery of this bid shall be the sole responsibility of the bidder.

1. SCOPE

The City of Columbia is seeking bids for the possible purchase of ninety one (91) hi-visibility parkas for first responders in the City's fire department. The parkas will allow City firefighters to work in inclement weather conditions while providing protection from water and blood-borne pathogens in non-firefighting incidents. Details of construction or material not otherwise covered by this specification shall conform to current industry standards and practices. The City reserves the right to increase or lower the quantity ordered.

2. GENERAL CONDITIONS

1. 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.

2. 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. Proposal Sheets: Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
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 statutes 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 Administrative Secretary in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Proposal Sheet. 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.

- i. Step One - 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.
- ii. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 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

- 3.1 All pricing shall be FOB City of Columbia Fire Department, 1000 South Garden Street, Columbia, TN. 38401
- 3.2. Bids shall clearly indicate any applicable surcharges relating to sizes such as but not limited to extra small or extra large.
- 3.3 Orders must be received and invoiced on or before May 31, 2016. Failure do to so may result in cancellation of any outstanding purchase order with no further liability for payment by the City.

4. INSURANCE

The vendor shall, **if requested by the Purchasing Agent**, 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 contractor or his forces as enumerated above. The 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 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.
2. 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 \$100,000 CSL.

5. PAYMENT - Payment will be made under the following terms and conditions:

- 5.1 Delivery of all merchandise FOB City of Columbia Fire Department, 1000 South Garden Street, Columbia TN 38401.
- 5.2 Acceptance of all merchandise by the Fire Chief for the City of Columbia as evidenced by his signature on a properly prepared and accurate invoice
- 5.3 Within 20 days after completing all payment terms heretofore stated

6. SPECIFICATIONS FOR HI-VISABILITY PARKAS

All items bid must meet or exceed the specifications as written. Any reference to branded items is used to suggest the quality and workmanship requested by the City. Substitutions will be allowed unless clearly noted as “No Substitutions Allowed” in the specification.

Acceptable Brands: 511 Tactical Series Responder High Visibility Parka: Men’s Style Number 48073 and Women’s Style Number 38073 or equivalents

6.1.0	General Construction and Design
6.1.1	All garments produced shall meet or exceed the criteria set forth in the current edition of ANSI/ISEA 107-2010, Class 3 Hi-Visibility
6.1.2	All garments shall have a blood borne pathogen resistant barrier meeting ASTM F 1671 criteria
6.1.3	<u>FABRIC:</u> Outer Jacket shell to be constructed of 100% polyester and have a lining constructed of 100 % nylon. Liner Jacket shell to be constructed of 100% polyester and reinforcement constructed of 100% nylon.
6.1.4	Fully seamed and sealed waterproof construction
6.2.0	Outer Shell

6.2.1	High performance waterproof breathable construction
6.2.2	3-way adjustable hood that can be zipped off and easily stored in one of the cargo packets of the parka
6.2.3	Water resistant exposed zippered radio pocket at left chest
6.2.4	Double storm flap to help prevent exposure to wind, rain, and/or blood borne pathogens
6.2.5	Microphone loops
6.2.6	Abrasion panels at shoulders or slip resistant to provide grip for backpack/gear bag straps
6.2.7	Elastic corded hem adjustment at side seams
6.2.8	Hook and loop gusseted cuffs
6.2.9	Upper sleeve zippered utility pockets
6.2.10	Exterior utility pockets under the storm flap
6.2.11	Back Up Belt System compatible pocket for quick access to gear
6.2.12	Hook and loop oversized double-stack patch on cargo pockets with vertical pouches for tools and side entry hand warmer pockets
6.2.13	Right chest loop patch panel for identification patch
6.2.14	Articulated elbows
6.2.15	Internal and external stretch mesh gear/document chest pockets
6.2.16	Hook and loop double welt double zip underarm vents
6.2.17	Back zipper access for imprinting details
6.4.0	Zip Out Liner
6.4.1	Heavy weight wind resistant , brushed fleece
6.4.5	Zippered hand warmer pockets with zipper garages
6.5.0	Labeling
6.5.1	Permanently attached including care instructions, material content , size
6.5.2	Name patch for each parka ordered shall be furnished using a database of names provided by the Columbia Fire Department. Name patch shall attach to garment using Velcro.
6.6.0	Closures
6.6.1	YKK # 5 zippers on center front
6.6.2	Hook and loop adjustable cuffs
6.6.3	Water resistant chest zippers on radio pocket
6.8.0	Embroidery
6.8.1	Columbia Fire Dept logo on left chest of outer shell & fleece liner
6.8.2	“COLUMBIA FIRE DEPARTMENT” on back of outer shell in reflective lettering
6.8.3	Fireman’s Name on Right chest of fleece liner.
6.8.4	Sample of embroidery must be approved by the Columbia Fire Chief prior to commencing work
6.9.0	Color
6.9.1	Red
6.10.0	Sizes
6.10.1	Men’s and women’s sizes small to 4X

City of Columbia – Invitation to Bid – Parkas
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Item	Manufacturer	Model	Sizes	Unit Bid
Parka				
Parka				
Parka				
Parka				

Additional terms and conditions of bid (submit additional pages if required) : _____

Are you taking any exceptions to the specifications as contained herein? _____

In compliance with this Invitation for Bid for Parkas, solicitation # 422-1015-10 and subject to all conditions, both general and special, thereof, the undersigned offers and agrees to furnish any or all items upon which prices are quoted, at the price quoted as specified above or unless amended by additional terms, conditions, or exceptions as indicated above or attached hereto.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Complete Legal Name of Firm: _____

Signature: _____ **Date :** _____

Name (print) _____ **Title** _____

City of Columbia Statement of No Bid

ITB #422-1015-10

If bidder is not bidding on the items, goods and/or services as stated in this ITB, please complete and return this form to:

City of Columbia Tennessee, Purchasing Department, 700 North Garden St , Columbia Tennessee 38401.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

- Specifications too “restrictive”, i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the ITB.
- Our schedule would not permit us to perform.
- Cannot meet insurance requirements.

Remarks: _____

