



PRINTED NAME OF BIDDER

WORK CLOTHING

Invitation to Bid No.400950 Issued: December 16, 2013

PURCHASING BUREAU CONTACT: Donna M. Corona, Purchaser, 585-428-7532

Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall Room 105A, Rochester, NY 14614, prior to bid opening, at which time and place all bids will be opened, read and recorded.

BID OPENING: Thursday, January 9, 2014 at 11:00 a.m.

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

CONTRACT CHARACTERISTICS

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, ONE YEAR WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: YES

Insurance Requirement: NONE

Samples Requirement: YES, SEE SECTION 2.2.1.

Descriptive Literature/Technical Data Requirement: YES, SUBMIT WITH BID, SECTION 2.

BIDDERS: Please note that prices, company identification and authorized signature are to be entered on the Proposal which appears at the end of the specifications.



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1. SCOPE

- 1.1 It is the intent of the City of Rochester to establish a contract for Work Clothing to be worn by employees in accordance with the City's uniform and work clothing policy. The City intends to purchase items for approximately 600 employees.
- 1.2 This contract will require that the successful bidder(s) maintain sufficient inventory and have facilities and staff to provide the high level of service specified herein to the City of Rochester.

2. MANUFACTURERS

- 2.1 The manufacturers cited in these specifications establish the minimum acceptable standards for items purchased by the City of Rochester. Any article of clothing bid from an alternate manufacturer must be fully equivalent to those specified herein in quality of construction, styling, design, size, fabric and color availability.
 - 2.1.1 Detailed fabric and feature/construction specifications for each article bid must be submitted with the bid on alternate manufacturers.
 - 2.1.2 Sizing and color selection availability must be included.
 - 2.1.3 Any deviation from the terms and conditions referenced in this document may be cause for rejection of the bid.
- 2.2 Bids based on alternate manufacturers must be clearly identified as such.
 - 2.2.1 Samples must be submitted upon request of the City on all alternate items bid. Any material deviation from the specifications may result in rejection of the bid. Samples must be supplied without cost to the City.
 - 2.2.2 The sample must be of the product proposed. If the alternate is accepted by the City, the sample(s) provided will not be returned. Samples submitted by the successful bidder(s) will be retained for the life of the contract.
 - 2.2.3 Samples, along with manufacturers' technical specifications will be used to determine the quality of workmanship and conformance to the specifications.
 - 2.2.4 Samples must be provided to the City within forty-eight (48) hours of request. Failure to submit samples or technical information as required will be sufficient cause for rejection of the bid.
 - 2.2.5 Samples will be returned to all unsuccessful bidders upon award of the contract. It shall be the responsibility of each bidder to provide all necessary arrangements for and costs of return.

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- 2.2.6 The sample(s) shall be returned to the successful bidder upon written request at the termination of the contract. It shall be the responsibility of the contractor to provide all necessary arrangements for, and costs of, return.
- 2.2.7 Acceptable equivalents will be determined by the Purchasing Agent, whose decision will be final.
- 2.2.8 Should an item be discontinued by the manufacturer during the contract term, the contractor will be required to offer a substitute at the same price as well as supply a sample of the accepted replacement to the Bureau of Purchasing.
- 2.3 A sample of a monogrammed garment will be required of the apparent low bidder prior to award that reflects the quality of workmanship the vendor(s) can provide if awarded this contract.

3. QUESTIONS REGARDING SPECIFICATIONS

- 3.1 Any questions relative to interpretation of these specifications must be submitted in writing, to the Office of the Purchasing Agent, no later than ten (10) days prior to the opening of bids.
- 3.2 Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be posted on the City's website and sent to all prospective bidders who have been sent specifications up to that point.
- 3.3 No verbal statements made by a City of Rochester employee or anyone else are binding nor shall such statement be considered an official part of this bid proposal.

4. METHOD OF AWARD

- 4.1 Award will be made either by Group or in the Aggregate to the lowest responsive and responsible bidder(s) who or exceeds the specifications.
 - 4.1.1 Bidders need not bid all Groups, but must enter prices for all items within a Group to be considered for award.
 - 4.1.2 Every item must be bid to be considered for the Aggregate Award.
- 4.2 The City reserves the right to calculate its overall lowest cost by factoring in administrative cost savings if a bidder offers a full service automated ordering system consistent with Section 13 of the specifications. Award will be made by Group or in the Aggregate to the bidder(s) whose proposal results in the overall lowest cost taking into account both the item bid price offered and any administrative cost savings that can be projected based upon any automated ordering system proposed.
- 4.3 The Purchasing Agent may reject any bidder who proposes an unacceptable product or cannot prove to the satisfaction of the Purchasing Agent its ability to execute the terms and conditions of this contract.

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5. TERM OF CONTRACT

- 5.1 The term of the contract(s) resulting from this bid offering shall commence on date of award and end April 30, 2015.
- 5.2 The City may extend the contract(s) for up to three (3) additional terms of one (1) year or less provided such extension is mutually agreeable to the City and the contractor(s).

6. INITIAL PRICES

- 6.1 Prices bid must be all-inclusive for every item and service specified herein. The bidder is therefore cautioned to factor these costs into their bid price.
 - 6.1.1 Employee Name, Department and City Logo will be required on all articles of clothing worn above the waist (i.e. shirts, sweaters, blouses, jackets, etc.) regardless of departmental status
 - 6.1.2 The only exceptions to this requirement will be when ordering T-Shirts, Polo Shirts and Hi-Vis garments which will only require the Department Name and City Logo.
 - 6.1.3 This contract may be terminated if these conditions are not strictly adhered to.
- 6.2 No other separate charges, such as set-up fees or artwork changes to current design, will be allowed.
- 6.3 Bidders must include in their bid price all reasonable transportation, shipping, handling and delivery charges.

7. CATALOG/BROCHURE

- 7.1 The successful bidder(s) will be required to develop a special booklet/brochure of all items specifically supplied to the City of Rochester under this contract.
- 7.2. Pictures, descriptions and pricing of all items must be included.
- 7.3 Copies of booklet/brochure must be available to all using agencies within two (2) weeks of award. This may be either hard copy, electronic copy or access to a website.

8. REQUEST FOR PRICE CHANGE

- 8.1 Prices bid for the specified items shall remain firm for the original contract term.
- 8.2 Requests for price increases to take effect during a contract extension must be submitted with the offer to extend or earlier. A price increase may be considered under the following conditions:

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- 8.2.1 Written notification from the Manufacturer to the Vendor stating there will be a price increase, and the amount.
- 8.2.2 Written notification from the Vendor to the City of Rochester's Purchasing Agent requesting a price increase and accompanied by the Manufacturer's letter.
- 8.3 Increases shall be limited to the actual cost increase to the Vendor.
- 8.4 If approved, price increases become effective at the start of the extension term.
- 8.5 The decision to grant a price increase during the extension period will rest solely on the Purchasing Agent.

9. QUANTITIES

- 9.1 The quantities shown in the Proposal pages are estimates only and based on historical usage. Quantities may be substantially more or less than shown on the Proposal.
- 9.2 For items where the estimated usage is one or undetermined, the estimated quantity is indicated as "1."
- 9.3 The City can make no guarantee of actual quantities required.
 - 9.3.1 The City agrees only to purchase its actual needs, which may be more or less than the estimates shown.
 - 9.3.2 The contract will be for the actual quantities ordered during the contract term.
- 9.4 Purchases will be on an as-needed basis which could result in an order as few as one (1). No minimum order therefore is specified in this contract. The contractor must guarantee the price quoted regardless of actual quantity ordered.

10. MEASURING/FITTING

- 10.1 It will be a mandatory requirement for the contract vendor to provide a fitting for every City employee utilizing this contract. This is required to ensure that clothing ordered fits each employee correctly.
 - 10.1.1 The contractor must be able to fit and furnish garments to both male and female personnel, including those requiring special sizes.
 - 10.1.2 Measurements and/or fittings shall be taken by the vendor within two (2) weeks of notification by the ordering department.

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- A. Generally, fittings are scheduled around the beginning of the fiscal year (July 1). Each using agency shall coordinate with the contract vendor suitable times and locations to best fulfill this requirement.
 - B. Fittings shall be conducted at either the designated City facility or at the vendors' facility, whichever is deemed to be in the City's best interest. If at the vendor's facility, this must be located within a five (5) mile radius of 945 Mt. Read Blvd., the City's Operations Center.
- 10.1.3 During the contract term, the vendor will also be required to measure all newly hired personnel, regardless of the number of employee(s) involved.
- 10.1.4 After the fitting, the vendor must provide a complete list of all employees measured, by department, to the authorized representative from that department. The list must include the employee's full name, work address and size measurements.
- 10.1.5 Under no circumstances will the contract vendor be allowed to process an order without having first measured the employee.
- 10.2 The contractor is entirely responsible for providing properly fitted garments.
- 10.2.1 The vendor may not deliver any orders to employees for sizes that are more than one (1) size larger or smaller than the sizes shown in the employee record provided to the City (Section 10.1.4) unless prior authorization is provided to the vendor, in writing, from the Office of the Purchasing Agent.
- 10.2.2 The contractor's responsibility for fitting will not be complete (i.e., delivery is not complete) until the City employee signs a receipt accepting the items as satisfactory.
- 10.2.3 Alterations which might be required must be made by the contractor because of improper fitting at contractor's own expense, prior to acceptance of delivery.
- 10.3 The contractor must be willing to accept personalized items for exchange and/or return due to improper fit, manufacturer's defect, improper monogramming or emblem placement.
- 10.3.1 The City shall not be assessed any additional costs due to any condition as referenced above.
- 10.3.2 However, once acceptance of delivery has occurred, the City may be billed additional costs if the contractor is asked to make alterations, replace, or exchange any article of clothing.
- 10.4 The contractor must be willing to have a service representative meet at least once a month with Department representatives to review and resolve any problems with the contract.

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11. DECENTRALIZED CONTRACT ADMINISTRATION

- 11.1 Because of the extensive service requirements in this contract (custom ordering, measuring, fitting, staggered orders), the Purchase Orders resulting from this contract will be administered in a decentralized manner.
- 11.2 Each using Department will designate in writing a specific person (or persons) by name authorized to handle orders and deal directly with the vendor on purchases.
- 11.3 The successful vendor must be willing to train each Departmental representative in the vendor's products and services and be willing to work directly with duly designated Department representatives.

12. ORDERING

- 12.1 Orders may only be filled by the contractor after receipt of a valid City of Rochester purchase order.
- 12.2 Only City Purchasing personnel or authorized Department liaisons are authorized to place orders. Individual employees are not authorized to place orders.
- 12.3 The contractor shall assume full liability for any items ordered by unauthorized persons or without a valid purchase order.
- 12.4 Presently orders are placed for each employee and sent to the contractor either by fax or e-mail. Each department liaison is responsible for providing an employee clothing order form with all pertinent information detailed including the purchase order number. (See Appendix A for an example.)
- 12.5 Order forms received without a Purchase Order shall be returned immediately to the issuing department.
- 12.6 Until an automated ordering system is put in place (Section 13), the vendor must provide the City with a complete record of all items delivered during the contract period, by employee, sorted by department. This must be an Excel database.

13. AUTOMATED ORDERING SYSTEM

- 13.1 The City is seeking to make ordering of work clothing as efficient as possible for both the City and its contractor(s). To accomplish that, the City prefers to contract with vendors who can provide direct on-line ordering services through a "company store" concept. The City reserves the right, at the time of bid review, to evaluate the order entry, tracking and delivery process offered by bidders and to factor their processes into the total cost of award.
- 13.2 During the contract, the City reserves the right to work with the contractor(s) to put in place any system offered by the contractor that makes ordering more efficient. Any resulting cost savings shall be negotiated between the City and the contractor and included in any contract extensions.

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- 13.3 This "company store" website must contain complete contract information, including but not limited to full descriptions, pictures, and pricing of all products offered on contract.
- 13.4 Each department liaison will be provided with a specific user name and password so that their purchases may be ordered directly on-line.
- 13.5 The website will contain only those items approved by the Purchasing Department.
- 13.6 The City prefers that the automated systems include a database that can be viewed and downloaded by Purchasing Agent staff so that Purchasing has real time information about every item ordered and delivered to each employee.

14. DELIVERY

- 14.1 Delivery shall be F.O.B. Destination, Inside Delivery, to the designated City facility.
- 14.2 Complete delivery shall be defined as the contractor receiving a signed receipt from each employee (or summary signed by an authorized department representative), said receipt indicating acceptance by the employee (or authorized department representative) that the items provided are new, in good condition, and fit properly.
- 14.3 Complete delivery of any items ordered must be made within thirty (30) days of order placement after the initial fitting, and within one (1) week if no fitting is required.
- 14.4 If this time is not acceptable, the bidder shall state on the Proposal Page the period of time in which guaranteed delivery under this contract will be made. The City reserves the right to reject any bids in which the guaranteed delivery time is deemed unacceptable.
- 14.5 Delivery items specified in Section 14.3 above shall apply to all items in the standard product line bid, through sizes XL. The same delivery will be required for sizes up to 4XL unless the contractor specifies on the bid proposal the amount of additional time needed to complete delivery of those items.
- 14.6 Delivery of items ordered for a specific named employee must be delivered in a separate package, clearly labeled for that employee. Under no circumstances will drop or bulk shipments be acceptable for delivery to individual employees.

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15. FAILURE TO DELIVER

- 15.1 If the vendor is unable to supply the requested goods within the designated time frame due to factory delay, strike, or any other unforeseen circumstances, the contractor must notify in writing, the Purchasing Agent or his authorized agent of the delay and the anticipated delivery date.
- 15.1.1 Failure to deliver will result in a poor performance rating, and may be cause for termination of the contract.
- 15.1.2 In the event the contractor fails to deliver on time, the City may give the contractor a ten (10) day period in which to correct such deficiencies. Failure of the contractor to deliver within this additional time frame will result in termination of the contract.
- 15.2 At the City's option, upon the contractor's failure to furnish items under contract within the time periods stipulated herein, the City may purchase such items on the open market.
- 15.3 Any excess costs incurred as a result of such action shall be deducted from monies due the contractor.
- 15.4. Repeated instances of late delivery will result in default of this contract.

16. QUALIFICATION OF BIDDERS

- 16.1 A contract will only be awarded to a qualified and experienced bidder who can demonstrate sufficient experience in furnishing items comparable to those specified herein to clients similar in scope and size to the City of Rochester. Items to be considered by the Purchasing Agent in determining acceptability of the bidder include, but are not limited to, the following:
- 16.1.1 Must have an established business supplying work clothing to accounts similar in size and scope to the City of Rochester for at least two (2) years.
- 16.1.2 Evidence of sufficient financial stability and responsibility to enable fulfillment of this contract.
- A. Upon request, bidders will be required to submit written documentation bid from each manufacturer(s) whose products are submitted for evaluation, verifying that said bidder is in good financial standing with manufacturer.
- B. Failure to submit this documentation may result in the rejection of the bid.
- 16.1.3 Satisfaction of other clientele--to be determined through reference check. Upon request, bidders will be required to provide at least two (2) references of similar sized contracts during the past eighteen (18) months upon request by the City.

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- 16.1.4 Stocking capability and inventory which will be maintained in support of this contract.
- A. Upon request, bidders will be required to submit written confirmation from each of the specified manufacturers stating they are an authorized dealer and capable of routine delivery.
 - B. If the Bidder's source of supply is other than the manufacturer, the City reserves the right to verify that said source maintains adequate stock to assure prompt deliveries under this contract.
- 16.1.5 The City of Rochester reserves the right to visit the premises of any bidder to inspect their facility and evaluate their ability to perform this contract.
- 16.1.6 Upon award, the City reserves the right to visit the premises of the successful bidder(s) at any time during the contract term to determine whether inventories are sufficient.
- 16.1.7 The City's experience in its dealings with bidder, including timeliness of deliveries, quality of merchandise, quality of tailoring services, adequacy of stock levels, etc.
- 16.1.8 Bidder's ability to provide on and/or off-site measuring service and on-time delivery.
- A. The City prefers to award this contract to a vendor whose location is within the Metropolitan Rochester area to assure ability to service this contract. Metropolitan Rochester means a location which is located within a five (5) mile radius of the Central Vehicle Maintenance Facility (CVMF), 945 Mt. Read Blvd.
 - B. Vendors not meeting the above requirement must submit with their bid, a detailed plan outlining on-site measuring, drop-off and pick-up procedures required as a term and condition of this contract.
 - C. Bids submitted without this documentation may be rejected and not considered for award.
- 16.1.9 Bidder's ability to comply with all contractual requirements which are defined herein.
- 16.2 Information such as that described in items 16.1.1 through 16.1.9 above may be requested by the Purchasing Agent prior to making an award. Failure to provide such information, if requested, may result in rejection of bid.
- 16.3 By submitting a bid, the bidder acknowledges and accepts that, after completing the process outlined above, the City has the right, at its sole discretion, to reject any bidder they are not convinced can provide the services required in this contract.

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17. EMBLEMS

- 17.1 Emblems and embroidery must be high-quality industrial grade. All articles of clothing worn above the waist (i.e. blouses, shirts, sweatshirts, jackets, sweaters, etc.) will require the City of Rochester Logo and Employee division either machine embroidered or sewn on, unless otherwise indicated in these specifications..
- 17.1.1 The successful bidder(s) will be required to direct embroider garments as specified on the Proposal Pages. No exceptions will be allowed.
- 17.1.2 The size shall be approximately 3" w x 2-1/4" h.
- 17.1.3 The City logo and employee division (five to seven words, i.e. City of Rochester, Operations Bureau) will be located on the left breast.
- A. Charges for set-up and/or artwork changes will not be allowed.
 - B. The vendor is cautioned to factor the price of the direct embroidery into his bid as there may be as many as ten (10) divisions that would require specialized lettering.
 - C. Color of thread will be determined by authorized department representative if not otherwise stated in this document.
- 17.1.4 See Appendix P for example.

18. MONOGRAMMING

- 18.1 All articles of clothing worn above the waist (i.e. blouses, shirts, sweatshirts, jackets, sweaters, etc.) will require the employees' first or last name to be machine embroidered. Exceptions to this requirement are T-Shirts and Hi-Vis clothing which will not require the employee's name.
- 18.2 Garments must be monogrammed at no additional cost to the City and must reflect high-quality workmanship. Bidders are therefore cautioned to factor these costs into the bid price.
- 18.3 Employee name to be located on right breast. Color thread will be determined by authorized department representatives if not otherwise specified in this document.
- 18.4 Employee name will be direct embroidered in either script or block letters. Departments will notify contractor at time of order.

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19. SILK SCREENING

- 19.1 Silk screening will be required on several items in this contract as shown on the Proposal Pages. (i.e., Department location will be required on all Hi-Vis shirts). Garments must be silk screened at no additional cost to the City and must reflect high-quality workmanship. Bidders are therefore cautioned to factor these costs into the bid price.
- 19.2 A unit price is also requested on the Proposal Page for silk screening for items which are not currently identified in this specification to require this service but may be requested at a future date. This price will not be considered in determining the low bidder.

20. SIZES

- 20.1 Sizes for all items in the line of product must be available through size 52 (XXL), and also in Tall sizes.
- 20.2 Larger sizes may be required. If the larger sizes are not available in the standard product line, contractor must provide an equivalent product.

21. WASHING

All items must be designed to be machine washed and tumble dried to dry wrinkle free.

22. NON-SPECIFIED ITEMS

- 22.1 The City may negotiate prices for products which are comparable in each group, but may not be included in the bid. This option may be exercised for minor incidental items required during the contract, subject to the following provisions.
- 22.1.1 No additional items or color selections other than those specified in this document may be purchased without prior written authorization from the Purchasing Bureau.
- 22.1.2 Should departmental personnel request an item be added to the contract, the contract vendor must submit a written quote to the Office of the Purchasing Agent or his designee for proper authorization and/or approval.
- 22.1.3 Items issued or services rendered without proper authorization from Purchasing will not be paid for by the City.
- 22.2 The City reserves the right to negotiate different pricing if the City's requirements for printing, logos, etc. change during the contract term.

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23. GUARANTEE

- 23.1 All items must be 100% guaranteed for one (1) year from delivery against defects in material or construction which result in product failure under normal wear, tear and washing of heavy duty work clothing.
- 23.2 The contractor must immediately replace any product with such defects at no cost to the City.

24. INVOICE INFORMATION/PAYMENT

- 24.1 For items delivered to a specific named employee (per Section 14.6.1), the contractor must show on the invoice the name of the employee, the specific items delivered, the unit cost of each item, and the extended totals. This requirement is to insure that the City can accurately track the items delivered to, and the total cost for, each employee.
- 24.2 For items delivered in bulk (per Section 14.6.2), the invoice must clearly indicate the number of items, the size breakdowns and the unit prices per item, as well as extensions and totals.
- 24.3 For items back ordered, the invoice may indicate status but not be billed. \$.00 is acceptable in amount due section. The City does not pre-pay. Invoices with back order billings will be returned for correction.
- 24.4 Payment will be based on any invoice used in the contractor's normal course of business. However, payment will not be made unless the invoice is clearly legible and contains at a minimum the following information:
 - 24.4.1 Accurate item description
 - 24.4.2 Quantity
 - 24.4.3 Unit price per item
 - 24.4.4 Net total cost to the City
 - 24.4.5 City contract number
 - 24.4.6 Date and Location of delivery
- 24.5 The responsibility to submit a properly completed invoice rests entirely with the contractor. Failure to submit a properly completed invoice will result in rejection of a claim for payment.

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25. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions may participate in the contract resulting from this bid award as authorized by General Municipal Law. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no other responsibility for any such purchases and will have no other role than to provide other political subdivisions a copy of this contract if requested

26. NON-COLLUSIVE BIDDING CERTIFICATION

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 certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- 26.1 The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- 26.2 Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.
- 26.3 No attempt has been or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions, and specifications contained in this Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

GROUP A - WORK CLOTHING

****WHEN ENTERING PRICES, PLEASE TYPE OR USE BLACK INK ONLY**

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
<u>SHIRTS</u>			
1. Long Sleeve Button Down Oxford Shirt, White or Lt. Blue Edwards Style 1077 or equal Name & Logo Machine Embroidered			
Small - XL	\$ _____ x	100	= \$ _____
_____ Manufacturer and Model No.			
<i>Commodity Code: <u>2007055</u></i>			
2. Long Sleeve Button Down Oxford Shirt, White or Lt. Blue Edwards Style 1077 or equal Name & Logo Machine Embroidered			
2XL - 3XL	\$ _____ x	50	= \$ _____
_____ Manufacturer and Model No.			
<i>Commodity Code: <u>2007055</u></i>			
3. Long Sleeve Button Down Oxford Shirt, White or Lt. Blue, Edwards Style 1077 or equal Name & Logo Machine Embroidered			
4XL - 6XL	\$ _____ x	1	= \$ _____
_____ Manufacturer and Model No.			
<i>Commodity Code: <u>2007055</u></i>			
			_____ Initials

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<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
4. Short Sleeve Button Down Oxford Shirt, White or Lt. Blue Edwards Style 1027 or equal Name & Logo Machine Embroidered			
Small - XL	\$ _____ x	100	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

5. Short Sleeve Button Down Oxford Shirt, White or Lt. Blue Edwards Style 1027 or equal Name & Logo Machine Embroidered			
2X - 3XL	\$ _____ x	50	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

6. Short Sleeve Button Down Oxford Shirt, White or Lt. Blue Edwards Style 1027 or equal Name & Logo Machine Embroidered			
4XL - 6XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

7. Long Sleeve Work Shirt, Navy, Dickies Style 574 or equal Name & Logo Machine Embroidered			
S - XL	\$ _____ x	50	= \$ _____

Manufacturer and Model No.

Commodity Code: 2009275

Initials

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<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
8. Long Sleeve Work Shirt, Navy, Dickies Style 574 or equal Name & Logo Machine Embroidered			
S – XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

9. Long Sleeve Work Shirt, Navy Dickies Style 574 or equal Name & Logo Machine Embroidered			
2XL – 3XL	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

10. Long Sleeve Work Shirt, Navy Dickies Style 574 or equal Name & Logo Machine Embroidered			
4XL – 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

11. Long Sleeve Work Shirt, Navy, Red Kap Style SP14 or equal Name & Logo Machine Embroidered			
6XL	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

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<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
12. Short Sleeve Work Shirt, Navy Dickies Style 1574 or equal Name & Logo Machine Embroidered			
S – XL	\$ _____ x	30 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

13. Short Sleeve Work Shirt, Navy Dickies Style 1574 or equal Name & Logo Machine Embroidered			
2XL – 3XL	\$ _____ x	15 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

14. Short Sleeve Work Shirt, Navy Dickies Style 1574 or equal Name & Logo Machine Embroidered			
4XL – 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

15. Short Sleeve Work Shirt, Navy, Red Kap Style SP24 or equal Name & Logo Machine Embroidered			
6XL	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009275

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<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
16. Men's Polo Shirt. Tri-Mountain Dauntless Style 227 or equal, Navy/Grey, White/Grey Name & Logo Machine Embroidered			
S – XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

17. Men's Polo Shirt. Tri-Mountain Dauntless Style 227 or equal, Navy/Grey, White/Grey Name & Logo Machine Embroidered			
2XL – 4XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

18. Ladies Polo Shirt. Tri-Mountain Lady Dauntless Style 225 or equal, Navy/Grey, White/Grey Name & Logo Machine Embroidered			
XS – XL	\$ _____ x	5	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

19. Ladies Polo Shirt. Tri-Mountain Lady Dauntless Style 225 or equal, Navy/Grey, White/Grey Name & Logo Machine Embroidered			
2XL - 4XL	\$ _____ x	5	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007055

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
20. Men's Pique Short Sleeve Golf Shirt, Tri-Mountain Profile Style #105 or equal, Navy, White Name & Logo Machine Embroidered			
S – XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007071

21. Men's Pique Short Sleeve Golf Shirt, Tri-Mountain Profile Style #105 or equal, Navy, White Name & Logo Machine Embroidered			
2XL – 4XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007071

22. Men's Pique Short Sleeve Golf Shirt, Tri-Mountain Profile Style #105 or equal, Navy, White Name & Logo Machine Embroidered			
5XL – 6XL	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007071

23. Men's Pique Short Sleeve Golf Shirt, Tri-Mountain Profile Style #105 or equal, Navy, White Name & Logo Machine Embroidered			
Large - 2XL (Tall)	\$ _____ x	5	= \$ _____

Manufacturer and Model No.

Commodity Code: 2007071

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
24. Men's Pique Short Sleeve Golf Shirt, Tri-Mountain Profile Style #105 or equal, Navy, White Name & Logo Machine Embroidered			
3XL - 6XL (Tall)	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

25. Ladies Pique Short Sleeve Golf Shirt, Tri-Mountain Contour Style #102 or equal, Navy, White Name & Logo Machine Embroidered			
XS - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

26. Ladies Pique Short Sleeve Golf Shirt, Tri-Mountain Contour Style #102 or equal, Navy, White Name & Logo Machine Embroidered			
2XL -4XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

27. Men's Pique Long Sleeve Golf Shirt, Tri-Mountain Champion Style #608 or equal, Navy, White Name & Logo Machine Embroidered			
S - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
28. Men's Pique Long Sleeve Golf Shirt, Tri-Mountain Champion Style #608 or equal, Navy, White Name & Logo Machine Embroidered			
2XL - 4XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

29. Men's Pique Long Sleeve Golf Shirt, Tri-Mountain Champion Style #608 or equal, Navy, White Name & Logo Machine Embroidered			
5XL - 6XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

30. Men's Pique Long Sleeve Golf Shirt, Tri-Mountain Champion Style #608 or equal, Navy, White Name & Logo Machine Embroidered			
Large - 2XL (Tall)	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

31. Men's Pique Long Sleeve Golf Shirt, Tri-Mountain Champion Style #608 or equal, Navy, White Name & Logo Machine Embroidered			
3XL -6XL (Tall)	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
32. Ladies Pique Long Sleeve Golf Shirt, Tri-Mountain Victory Style #602, or equal, Navy, White Name & Logo Machine Embroidered			
S - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

33. Ladies Pique Long Sleeve Golf Shirt, Tri-Mountain Victory Style #602, or equal, Navy, White Name & Logo Machine Embroidered			
2XL - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007071

JEANS/PANTS

34. Denim Jean, straight leg Dickies Style #9393NB or equal			
30 - 42	\$ _____ x	250 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

35. Denim Jean, straight leg Dickies Style #9393NB or equal			
44 - 52	\$ _____ x	25 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

Initials

WORK CLOTHING

PRO P O S A L

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
36. Heavy-Duty Work Pants Navy, Black, Khaki Red Kap Style PT20 or equal			
28 - 42	\$ _____ x	250	= \$ _____

Manufacturer and Model No.

Commodity Code: 2009290

37. Heavy-Duty Work Pants Navy, Black, Khaki Red Kap Style PT20 or equal			
44 - 52	\$ _____ x	30	= \$ _____

Manufacturer and Model No.

Commodity Code: 2009290

38. Jean Cut Work Pants, Navy, Red Kap Style PT50 or equal			
28 - 50	\$ _____ x	10	= \$ _____

Manufacturer and Model No.

Commodity Code: 2009290

39. Flannel Lined Jeans, Berne Style P2213DN or equal			
30 - 46	\$ _____ x	200	= \$ _____

Manufacturer and Model No.

Commodity Code: 2004436

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
40. Flannel Lined Jeans, Berne Style P2213DN or equal			
48 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

41. Flannel Lined Jeans, Berne Style P2213DN or equal			
56 - 60	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

42. Insulated Sanded Duck Overall Pant, Quilt-Lined, Bark, Berne P968 or equal			
30 - 60 (short, regular)	\$ _____ x	35 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009265

43. Insulated Sanded Duck Overall Pant, Quilt-Lined, Bark, Berne P968 or equal			
30 - 50 (tall)	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009265

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
44. Classic Work Jeans, Red Kap PD54 or equal			
28 - 54	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

45. Relax Fit Jeans, Red Kap PD60 or equal			
28 - 54	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

46. Classic Carpenter Jean, Stonewash, Berne P998 or equal			
28 - 42	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

47. Classic Carpenter Jean, Stonewash, Berne P998 or equal			
44 - 60	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004435

48. Women's Relax Fit Jeans, Red Kap #PD61 or equal			
2 - 20	\$ _____ x	20 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004445

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
49. Women's Heavy-Duty Work Pants, Navy, Black, Khaki Red Kap Style PT21 or equal			
2 - 20	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2009290

COVERALLS

50. Insulated Zip-to-Waist Coveralls, Brown Duck, Berne Apparel Style I417BN or equal Logo Machine Embroidered			
S - 2XL (short, regular, tall)	\$ _____ x	20 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004445

51. Insulated Zip-to-Waist Coveralls, Brown Duck, Berne Apparel Style I417BN or equal Logo Machine Embroidered			
3XL - 4XL (short, regular, tall)	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004445

52. Insulated Zip-to-Waist Coveralls, Brown Duck, Berne Apparel Style I417BN or equal Logo Machine Embroidered			
5XL - 6XL (regular, tall)	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004445

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
57. Men's 3-Season Jacket, Navy, Black, Tri-Mountain 8800 or equal Name & Logo Machine Embroidered			
2XL - 3XL	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001650

58. Men's 3-Season Jacket, Navy, Black, Tri-Mountain 8800 or equal Name & Logo Machine Embroidered			
4XL - 6XL	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001650

59. Men's 3-Season Jacket, Navy, Black, Tri-Mountain 8800 or equal Name & Logo Machine Embroidered			
XL - 2XL tall,	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001650

60. Ladies 3-Season Jacket, Navy, Black, Tri-Mountain 8820 or equal Name & Logo Machine Embroidered			
XS - XL	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001650

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
61. Ladies 3-Season Jacket, Navy, Black, Tri-Mountain 8820 or equal Name & Logo Machine Embroidered			
2XL - 4XL	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001650

62. Flannel Lined Nylon Jacket, Navy, Black, Hartwell Style 201A or equal Name & Logo Machine Embroidered			
S - XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001653

63. Flannel Lined Nylon Jacket, Navy, Black, Hartwell Style 201A or equal Name & Logo Machine Embroidered			
2XL - 4XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001653

64. Flannel Lined Nylon Jacket, Navy, Black, Hartwell Style 201A or equal Name & Logo Machine Embroidered			
5XL - 6XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001653

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
65. Heavyweight Parka w/removable hood Navy, Black, Red Kap JP70 or equal Name & Logo Machine Embroidered			
S - XL	\$ _____ x	15 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2016556

66. Heavyweight Parka w/removable hood Navy, Black, Red Kap JP70 or equal Name & Logo Machine Embroidered			
2XL - 4XL	\$ _____ x	2 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2016556

67. Heavyweight Parka w/removable hood Navy, Black, Red Kap JP70 or equal Name & Logo Machine Embroidered			
L - 2XL (long)	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2016556

68. Heavyweight Waterproof Breathable Nylon Jacket, Black, Berne NJ101 or equal Name & Logo Machine Embroidered			
M - 2XL & (L - 2XL Tall)	\$ _____ x	15 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2016512

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
69. Heavyweight Waterproof Breathable Nylon Jacket, Black, Berne NJ101 or equal Name & Logo Machine Embroidered			
3XL - 4XL	\$ _____ x	15 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2016512

SWEATSHIRTS

70. Sweatshirt, Crewneck, Pull-over, Navy, Gildan 18000 or equal Name & Logo Machine Embroidered			
S - XL	\$ _____ x	150 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001088

71.. Sweatshirt, Crewneck, Pull-over, Navy, Gildan 18000 or equal Name & Logo Machine Embroidered			
2XL - 3XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001088

72. Sweatshirt, Crewneck, Pull-over, Navy, Gildan 18000 or equal Name & Logo Machine Embroidered			
4XL - 5XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001088

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
73. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
S - 2XL	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001088

74. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
3XL - 4XL	\$ _____ x	40 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001096

75. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
5XL - 6XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001096

76. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
M - XL (tall)	\$ _____ x	20 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001096

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
77. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
2XL - 4XL (tall)	\$ _____ x	10 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001096

78. Sweatshirt, Hooded, Thermal lined, Zip front, Navy, Berne Style SZ101 or equal Name & Logo Machine Embroidered			
5XL - 6XL (tall)	\$ _____ x	1 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001096

79. Sweatshirt, Pull-over, 1/4 zip, Navy, Auburn Style 736A or equal Name & Logo Machine Embroidered			
S - XL	\$ _____ x	100 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001090

80. Sweatshirt, Pull-over, 1/4 zip, Navy, Auburn Style 736A or equal Name & Logo Machine Embroidered			
2XL - 3XL	\$ _____ x	75 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001090

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
81. Sweatshirt, Pull-over, 1/4 zip, Navy, Auburn Style 736A or equal Name & Logo Machine Embroidered			
4XL - 5XL	\$ _____ x	10	= \$ _____
<hr/>			
Manufacturer and Model No.			

Commodity Code: 2001090

82. Sweatshirt, Fleece, Pull-over, 1/4 zip, Berne SP250 or equal Name & Logo Machine Embroidered			
6XL	\$ _____ x	1	= \$ _____
<hr/>			
Manufacturer and Model No.			

Commodity Code: 2001090

HATS

83. Knit Cap, one size, Navy, Black Acrylic, AC2890 or equal	\$ _____ x	400	= \$ _____
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Manufacturer and Model No.			

Commodity Code: 2013047

TOTAL BID PRICE, GROUP A: \$ _____
(Items 1 - 83)

GUARANTEED DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO) (Standard Sizes)

GUARANTEED DELIVERY: ____ CALENDAR DAYS AFTER RECEIPT OF ORDER (ARO) (Non-Standard Sizes)

(Informational Pricing)

Additional Charge Screen Printing: (One side, one color)	\$ _____ per garment
Additional Charge Screen Printing: (Two sides, one color)	\$ _____ per garment
Deduct (-) price for embroidery of name	\$ _____ per garment
Deduct (-) price for iron-on patch vs. embroidery	\$ _____ per garment

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
4. Men's Duck Traditional Jacket/ Arctic- Quilt Lined, Brown or Black, Carhartt Style J002 Name - Machine Embroidered Logo - Sewn on 3XL XL - 3XL (tall)	\$ _____ x	10 =	\$ _____

 Manufacturer and Model No.

Commodity Code: 2009267

5. Men's Duck Traditional Coat/Arctic Quilt-Lined, Brown or Black, Carhartt Style C003 Name - Machine Embroidered Logo - Sewn on S - 2XL	\$ _____ x	10 =	\$ _____
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 Manufacturer and Model No.

Commodity Code: 2009267

6. Men's Duck Traditional Coat/Arctic Quilt-Lined, Brown or Black, Carhartt Style C003 Name - Machine Embroidered Logo - Sewn on 3XL - 5XL Medium - 3XL (tall)	\$ _____ x	1 =	\$ _____
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 Manufacturer and Model No.

Commodity Code: 2009267

 Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
7. Men's Duck Vest/Arctic-Quilt Lined, Brown, Carhartt Style V01 Logo - Sewn on			
S - 2XL	\$ _____ x	15 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2008648

8. Men's Duck Vest/Arctic-Quilt Lined , Brown, Carhartt Style V01 Logo - Sewn on			
3XL - 5XL Large - 4XL (tall)	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2008648

JEANS

9. Men's Relaxed Fit Jeans, Stonewash, Darkstone Carhartt Style B17			
28 - 50	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

10. Men's Relaxed Fit Jeans, Stonewash, Darkstone Carhartt Style B17			
52 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
11. Men's Relaxed Fit Jeans, Stonewash, Darkstone Carhartt Style B17			
52 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

12. Men's Relaxed Fit Jeans, Straight Leg Dark Vintage Blue, Lt. Vintage Blue, Carhartt Style B460			
28 - 50	\$ _____ x	50 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

13. Men's Relaxed Fit Jean, Straight Leg, Dark Vintage Blue, Lt. Vintage Blue, Carhartt Style B460			
52 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

14. Men's Traditional Fit Jeans, Stonewash, Darkstone Carhartt Style B18			
28 - 50	\$ _____ x	25 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
15. Men's Traditional Fit Jeans, Stonewash, Darkstone Carhartt Style B18			
52 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

16. Men's Traditional Fit Jeans, Straight Leg, Dark Vintage Blue, Lt. Vintage Blue, Carhartt Style B480			
28 - 50	\$ _____ x	20 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

17. Men's Traditional Fit Jeans, Straight Leg, Dark Vintage Blue, Lt. Vintage Blue, Carhartt Style B480			
52 - 54	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2004436

18. Men's Duck Bib Overalls, Quilt Lined, Brown, Carhartt Style R02			
30 - 50	\$ _____ x	20 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2003835

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
19. Men's Duck Bib Overalls, Quilt Lined, Brown, Carhartt Style R02			
52 - 58	\$_____ x	5 =	\$_____

Manufacturer and Model No.

Commodity Code: 2003835

20. Men's Chamois Long Sleeve Shirt, Navy, Dark Brown, Carhartt Style 100800 Name - Machine Embroidered Logo - Sewn on			
S - 2XL	\$_____ x	10 =	\$_____

Manufacturer and Model No.

Commodity Code: 2007087

21. Men's Chamois Long Sleeve Shirt, Navy, Dark Brown, Carhartt Style 100800 Name - Machine Embroidered Logo - Sewn on			
3XL - 4XL Large - 3XL (Tall)	\$_____ x	5 =	\$_____

Manufacturer and Model No.

Commodity Code: 2007087

22. Fleece 2-in-1 Knit Hat, Flame Resistant, Charcoal, Dark Brown, Moss, Carhartt Style 100164			
	\$_____ x	100 =	\$_____

Manufacturer and Model No.

TOTAL BID PRICE, GROUP B: _____
(Items 1 - 22)

GUARANTEED DELIVERY: _____ CALENDAR DAYS AFTER RECEIPT OF ORDER (AR0)

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
4. Economy Series Class 3 Short Sleeve T-Shirt w/pocket, Lime Green, 2" wide silver reflective material, Kishigo #9118 or equal			
2XL - 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2007085

5. Economy Series Class 2 Short Sleeve T-Shirt w/pocket, Lime Green, 2" wide silver reflective material, Kishigo #9110 or equal			
Medium - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2007085

6. Economy Series Class 2 Short Sleeve T-Shirt w/pocket, Lime Green, 2" wide silver reflective material, Kishigo #9110 or equal			
2XL - 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2007085

7. Classic Wicking Birdseye Short Sleeve T-Shirt w/pocket, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SSETP2B or equal,			
Medium - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2007085

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
8. Classic Wicking Birdseye Short Sleeve T-Shirt w/pocket, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SSETP2B or equal, 2XL - 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007085

9. Class 3 Microfiber Long Sleeve T-Shirt w/pocket, Lime Green 2" wide silver reflective material, Kishigo #9106 or equal, Medium – XL	\$ _____ x	5 =	\$ _____
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Manufacturer and Model No.

Commodity Code: 2007087

10. Class 3 Microfiber Long Sleeve T-Shirt w/pocket, Lime Green 2" wide silver reflective material, Kishigo #9106 or equal, 2XL– 5XL	\$ _____ x	5 =	\$ _____
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Manufacturer and Model No.

Commodity Code: 2007087

11. Premium Long Sleeve Wicking T-Shirt, Class 2, Yellow, 2" 3M™ Scotchlite reflective material, OccuNomix #LUX-LST2 or equal Medium – XL	\$ _____ x	5 =	\$ _____
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Manufacturer and Model No.

Commodity Code: 2007087

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
12. Premium Long Sleeve Wicking T-Shirt, Class 2, Yellow, 2" 3M™ Scotchlite reflective material, OccuNomix #LUX-LST2 or equal			
2XL - 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2007087

13. Full Zip Hoodie Sweatshirt w/pockets, black lower body, Class 3, 2" wide VizLite® reflective material, Kishigo #JS102 or equal			
Medium - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001087

14. Full Zip Hoodie Sweatshirt w/pockets, black lower body, 2" wide VizLite® reflective material, Kishigo #JS102 or equal.			
2XL - 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001087

15. Classic Lightweight Hoodie, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SWTLHZ or equal			
Medium - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code: 2001087

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
16. Classic Lightweight Hoodie, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SWTLZ or equal			
2XL 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2001087

17. Classic Lightweight Crew Sweatshirt, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SWTL or equal			
Medium - XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2001088

18. Classic Lightweight Crew Sweatshirt, Class 2, Yellow, 2" wide silver reflective tape, OccuNomix #LUX-SWTL or equal			
2XL 5XL	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2001088

PANTS

19. Speed Collection Premium Multi-Pocket Work Jean, Class 3, Yellow, 3M™ Scotchlite reflective material, OccuNomix #SP-CJN or equal			
32 - 42	\$ _____ x	5 =	\$ _____

Manufacturer and Model No.

Commodity Code:2004437

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
28. Black Series Windbreaker, Class 3, Lime, 2" wide silver reflective material, Kishigo #WB100 or equal			
2XL - 5XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:2001655

VESTS

29. Professional Surveyors Vest w/zipper Class 2, Polyester front w/mesh back, 2" wide silver reflective material, Kishigo #S5000 or equal			
Medium - 2XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

30. Professional Surveyors Vest w/zipper Class 2, Polyester front w/mesh back, 2" wide silver reflective material, Kishigo #S5000 or equal			
3XL - 5XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

31. Zipper Front 1-pocket Vest 100% Polyester Mesh, 2" VizLite [®] reflective material, Kishigo #1089 or equal			
Medium - 2XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
32. Zipper Front 1-pocket Vest 100% Polyester Mesh, 2" VizLite® reflective material, Kishigo #1089 or equal			
3XL - 5XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

33. Black Bottom Vest w/pockets, Lime Ultra Cool 100% Polyester Mesh, 2" wide silver reflective material, Kishigo #1509 or equal			
Small - XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

34. Black Bottom Vest w/pockets, Lime Ultra Cool 100% Polyester Mesh, 2" wide silver reflective material, Kishigo #1509 or equal			
2XL - 5XL	\$ _____	x 5	= \$ _____

Manufacturer and Model No.

Commodity Code:3459244

RAINWEAR

35. Brilliant Series Long Rain Coat, Class 3, Lime w/black lower body, 2" wide silver reflective material, Kishigo #RWJ108 or equal			
Small - XL	\$ _____	x 1	= \$ _____

Manufacturer and Model No.

Commodity Code:2016572

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
36. Brilliant Series Long Rain Coat, Class 3, Lime w/black lower body, 2" wide silver reflective material, Kishigo #RWJ108 or equal			
2XL - 5XL	\$ _____	x 1	= \$ _____

Manufacturer and Model No.

Commodity Code:2016572

37. Brilliant Series Rainwear Jacket, Class 3, Lime w/black lower body, 2" wide silver reflective material, Kishigo #RWJ106 or equal			
Small - XL	\$ _____	x 1	= \$ _____

Manufacturer and Model No.

Commodity Code:2016572

38. Brilliant Series Rainwear Jacket, Class 3, Lime w/black lower body, 2" wide silver reflective material, Kishigo #RWJ106 or equal			
2XL - 5XL	\$ _____	x 1	= \$ _____

Manufacturer and Model No.

Commodity Code:2016572

39. Brilliant Series Rainwear Pants, Class E, Lime w/reflective trim down the outside of the legs, large left & right cargo pockets, Kishigo #RWP106 or equal			
Small - XL	\$ _____	x 1	= \$ _____

Manufacturer and Model No.

Commodity Code:2016572

Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
40. Brilliant Series Rainwear Pants, Class E, Lime w/reflective trim down the outside of the legs, large left & right cargo pockets, Kishigo #RWP106 or equal 2XL - 5XL	\$ _____	x 1	= \$ _____

 Manufacturer and Model No.

Commodity Code:2016572

41. Brilliant Series Rainwear Bib, Class E, Lime w/2"wide Reflexite [®] reflective tape, large chest pocket, right side cargo pocket, Kishigo #RWB106 or equal Small - XL	\$ _____	x 1	= \$ _____
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 Manufacturer and Model No.

Commodity Code:2016572

42. Brilliant Series Rainwear Bib, Class E, Lime w/2"wide Reflexite [®] reflective tape, large chest pocket, right side cargo pocket, Kishigo #RWB106 or equal 2XL - 5XL	\$ _____	x 1	= \$ _____
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 Manufacturer and Model No.

Commodity Code:2016572

43. Economy Rain Suit, Class 3 (Jacket), Class E Pants, Lime w/2"wide reflective material, Kishigo #RW110 or equal Small - XL	\$ _____	x 1	= \$ _____
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 Manufacturer and Model No.

Commodity Code:2016572

 Initials

WORK CLOTHING

PROPOSAL

<u>ITEM DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>EST. QTY.</u>	<u>TOTAL</u>
44. Economy Rain Suit, Class 3 (Jacket), Class E Pants, Lime w/2"wide reflective material, Kishigo #RW110 or equal 2XL - 5XL	\$ _____ x	1 =	\$ _____

 Manufacturer and Model No.

Commodity Code:2016572

45. Storm Stopper Rainwear, Class 3 (Jacket), Class E Bib, Lime w/2"wide 3M™ Scotchlite reflective material, Kishigo #9665J, 9665P (Bib) or equal Small - XL	\$ _____ x	1 =	\$ _____
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 Manufacturer and Model No.

Commodity Code:2016572

46. Storm Stopper Rainwear, Class 3 (Jacket), Class E Bib, Lime w/2"wide 3M™ Scotchlite reflective material, Kishigo #9665J, 9665P (Bib) or equal 2XL - 5XL	\$ _____ x	1 =	\$ _____
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 Manufacturer and Model No.

Commodity Code:2016572

HATS & CAPS

47. High-Viz Knit Beanie, Lime, soft 100% polyester knit material, Kishigo #2826 or equal	\$ _____ x	1 =	\$ _____
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 Manufacturer and Model No.

Commodity Code: 2013047

 Initials

WORK CLOTHING

PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

Name of Firm or Corporation

Street Address

City State Zip Code

Telephone/Fax Nos. Federal Employer ID No.

E-Mail Address of Authorized Contract Award & Extension Recipient

Date

NON-OFFICIAL SPEC
DO NOT USE

ACCEPTED OF BEHALF OF THE CITY OF ROCHESTER FOR:

UNIFORM WORK CLOTHING

Contract No. _____ Contract Term: _____

Jesse Dudley, Purchasing Agent

Date: _____

WORK CLOTHING

APPENDIX "A"

SAMPLE ORDER FORM

**NON-OFFICIAL SPEC
DO NOT USE**

WORK CLOTHING

APPENDIX "B"

SAMPLE CITY OF ROCHESTER LOGO

NON-OFFICIAL SPEC
DO NOT USE



City of Rochester

Dept. of Environmental Services
Architecture and Engineering



City of Rochester

Dept. of Recreation and Youth Services



City of Rochester

Dept. of Environmental Services
Building Services

NON-OFFICIAL SPEC
DO NOT USE



City of Rochester

Bureau of Purchasing

Department of Finance

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

(Vendor: The general rules and conditions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the City Purchasing Agent, unless otherwise specified. Bidders or their authorized representative are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error.)

Subject to applicable Federal, State and Local laws, ordinances, rules, regulations and limitations, bids on all advertisements and invitations issued by the Department of Finance, Purchasing Bureau will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid.

CONDITIONS OF BIDDING

1. **Proposal Forms:** Bids shall be submitted only on the forms provided by the City. The bidder shall retain one copy for his files and submit two (2) copies signed and sealed in the envelope provided by the City for that purpose. When using an envelope other than the one provided by the City, the following required information must be entered in the lower left corner on the face of the envelope: Bid Number, Bid Title, Bid Open Date and Time, and Submitted By. The envelope must be mailed or hand delivered to the Office of the Purchasing Agent, City Hall, Room 105A, 30 Church St., Rochester, NY 14614.
2. **Late Bids:** Formal bids, amendments thereto, or requests for withdrawal of bids received by the City after time specified for bid opening will not be considered.
3. **Withdrawal of Bids:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received by the City prior to the specified time of opening.
4. **Mailing of Bids:** Bids which are to be publicly opened will have attached a special mailing envelope which must be used by bidders in presenting such bids. In the event that the bid contains bulky subject material, the special mailing envelope must be firmly affixed to any other wrapper being used. Bids not received in the actual office of the Purchasing Agent at the time established for bid opening will not be considered, even if mailed earlier.
5. **Completeness:** All information required by Invitation to Bid must be supplied to constitute a proper bid.
6. **Bids Binding 45 Days:** Unless otherwise specified, all formal bids submitted shall be binding for forty-five (45) days following bid opening date unless the bidder(s), upon request of the Purchasing Agent, agrees to an extension.
7. **Conditional Bids:** Qualified bids are subject to rejection in whole or in part.
8. **Payment Terms:** Prompt payment discounts allowing less than thirty (30) days for discount to apply shall not be considered as a cost factor in the evaluation of bids. In connection with any

prompt payment discount offered, time will be computed from the date of receipt of correct invoice or receipt and acceptance of shipment, whichever is later.

9. **Bids for All or Part:** Unless otherwise specified by the City or by the bidder, the Purchasing Agent reserves the right to make award on all items, or on any of the items according to the best interests of the City. The Purchasing Agent shall further have the right to award separate items or groups to different vendors. Bidder may restrict his bid to consideration in the aggregate by so stating, but should name a unit price on each item bid upon; any bid in which the bidder names a total price of all the articles without quoting a price on each and every separate item may be rejected at the option of the City.
10. **Errors in Bids:** When an error is made in extending total prices, the unit bid price will govern. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Erasures or changes in bids should be initialed.
11. **Questions Re: Specifications:** Except for Public Works, any information relative to interpretation of specifications and drawings shall be requested of the Purchasing Agent, in writing, in ample time before the opening of bids.

DO NOT MAKE INQUIRES BY PHONE OR IN PERSON.

No inquiries, if received within five (5) days of the date set for the opening of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be sent by ordinary or certified mail, at the City's option, to all prospective bidders no later than three (3) days before the date set for opening of bids. Oral answers will not be binding on the City.

12. **Response to Invitations:** In the event you cannot submit a bid on our requirements, as set forth in the "Invitation, Bid, and Agreement" attached hereto, please return the Invitation, Bid and Contract form with an explanation as to why you are unable to bid on these requirements. (Because of the large number of firms listed on the City's qualified lists of Bidders, it is necessary to delete from these lists the names of those persons, firms or corporation who fail to respond after having been invited to bid on a commodity or commodities for three successive bid openings). City reserves the right to delete.
13. **Multiple Bids:** No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF THE BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE CITY PURCHASING AGENT.
14. **Taxes:** The City of Rochester is exempt from State and Local sales and use taxes under Certificate No. AC 946 and is exempt from paying Federal excise taxes.
15. **Catalogs:** Each bidder shall submit in duplicate where necessary or when requested by the Purchasing Agent, catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, finishes and the like necessary to fully describe the material or work he proposes to furnish.
16. **Competency of Bidder:** No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City or had failed to perform faithfully within the prior three (3) years of any contract with the City. The bidder must present within 48 hours of a request evidence satisfactory to the Purchasing Agent of performance ability

and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specifications and contract documents.

BID DEPOSIT

17. **Bid Bond, Cash, Certified or Cashier's Check:** When required, each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in the State of New York, or by a cashier's check, certified business check, Treasurer's check or other direct obligation drawn on a responsible bank doing business in the United States, and shall be made payable to the City of Rochester, unless the bidder has on file with the Purchasing Agent an annual bid bond approved by the City with an uncommitted balance equal to the certified check requirements. When computing amount of Bid for Certified Check purposes, do NOT deduct for trade-ins. U.S. Postal Money Orders are acceptable in lieu of certified checks.

18. **Annual Bid Bonds:** Bidders who regularly do business with the City shall be permitted to file with the Purchasing Bureau an annual bid bond in the amount specified below. Such annual bonds shall be acceptable as surety in lieu of the furnishing of surety with each individual transaction.

Annual bid bonds shall be in an amount as determined by the bidder, of no less than Three Thousand Five Hundred Dollars (\$3,500.00). If at any time the requirements of a specific bid invitation exceed the amount of the annual bid bond, or should the aggregate amount of the bid security requirements on all unresolved bids submitted by your firm exceed the amount of the annual bid bond, additional surety will be required in the appropriate sum.

19. **Performance Bond:** The successful bidder or bidders on this bid must furnish a performance bond as indicated on the bid cover made out to the City of Rochester, prepared on an approved form or on a form supplied by an approved surety, as security for the faithful performance of his contract, within ten (10) days of his notification that his bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of New York. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds.

The successful bidder or bidders, upon failure or refusal to furnish within ten (10) days after his notification the required performance bond, shall forfeit to the City of Rochester as liquidated damages their bid deposit. At its option, the City shall have the right to accept cash, certified checks, letters of credit or such other security as the City deems appropriate in satisfaction of the foregoing bond requirements.

20. **Samples:** The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted. Bidders who are not awarded a bid must remove their samples as soon as possible after award has been made on the item or items for which the samples had been submitted. The City will not be responsible for such samples if not removed by the bidder within thirty (30) days after the award has been made.

Bidders shall make all arrangements for delivery of samples to place designated by the City as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder. All samples packages should be marked "Samples for Purchasing Bureau" and each sample should bear the name of the bidder, item number, bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid, and in such cases the City will not be liable for the loss of samples.

SPECIFICATIONS

21. **Trade Names:** In cases where an item is identified by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the bidder.

The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided each bidder clearly states on the face of his proposal exactly what he proposes to furnish, and forwards with his bid, a cut, illustration, or other descriptive matter which will clearly indicate the character of the article covered by the bid.

The Purchasing Agent hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from specification requirements but may comply substantially therewith.

If no particular brand, model, or make is specified, and if no data are required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable the Purchasing Agent to judge if each requirement of the specifications is being complied with.

22. **Formal Specifications:** The Bidder shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever herein mention is made of any article, material, or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. standards, or similar expressions, the requirements of these laws, ordinances, etc. shall be construed as the minimum requirements of these specifications.

AWARD

23. **Award or Rejection of Bids:** The contract will be awarded to the lowest responsible and responsive bidder complying with the provisions of the Invitation, provided the bid price is reasonable and it is to the interest of the City to accept it. The Purchasing Agent reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The Purchasing Agent also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder where investigation shows the bidder is not in a position to perform the contract.

In determining responsibility, the following other qualifications, in addition to price, will be considered by the Purchasing Agent:

- a) The ability, capacity and skill of the bidder to perform the service required within the specified time.
- b) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c) The quality of performance of previous contracts or services.
- d) The previous and existing compliance by the bidder with laws and ordinances relating to previous contracts with the City and to the bidder's employment practices.

e) The sufficiency of the final resources and ability of the bidder to perform the contract or provide services.

f) The quality, availability and adaptability of the supplies or contractual services to the particular use required.

g) The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.

h) Whether the bidder is in arrears to the City, in debt on contract, is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

l) Such other information as may be secured by the Purchasing Agent having a bearing on the decision to make the award.

In determining a bidder's responsiveness, the Purchasing Agent shall consider material deviations from the advertised specifications which materially affect price, quantity, quality or limit the bidder's liability.

24. **Notice of Acceptance:** A written award (or Acceptance of Bid) mailed (or otherwise furnished) to the successful Bidder within the time for acceptance specified in the Invitation to Bid shall be deemed to result in a binding contract without further action by either party.
25. **Tie Bids:** If two or more bidders submit identical bids and are equally qualified, the decision of the City to make award to one or more of such bidders shall be final. Selection may be made by drawing lots.
26. **Resident Bidders - Preference:** Price and other factors being equal, preference may be given first to resident bidders of the City, except when in the judgment of the City such purchases would operate to the disadvantage of the City, and selection by drawing lots shall not apply where the tie bids are between a resident and non-resident bidder.
27. **Specific Bid Quantities:** Where quantities are specifically stated, acceptance will bind the City to order quantities specified and to pay for at contract prices all such supplies or services delivered that meet specifications and conditions of the contract. However, the City will not be required to accept delivery of any unordered balances as of the contract expiration date unless the contractor furnishes the Purchasing Agent with a statement of unordered balances not later than ten (10) days after the termination date of the contract.
28. **Requirements Bid Quantities:** On "Requirements" bids, acceptance will bind the City to pay for, at unit bid prices, only quantities ordered and delivered.
29. **Availability of Funds:** The City shall be obligated to pay for goods and services received only to the extent that money has been appropriated and encumbered for such purpose. The contractor in turn shall be obligated to perform only so long as money is available to pay for the goods and services it supplies. If this contract extends through one fiscal year of the City into the next year, the City's obligations hereunder shall be specifically limited to and shall be conditioned upon the appropriations for such following year.
30. **Contract Alterations:** The contractual terms, conditions and provisions of this contract, including all general conditions and instructions to bidders, shall not be modified by the bidder. The Purchasing Agent shall have the right, at his option, to treat any bid submitted with additional or differing contract provisions as informal or to ignore such additional provisions and to award as if

such additional provisions had not been submitted by the bidder. This section shall not apply if the request for bids or the specifications specifically invite the bidder to submit additional or modifying provisions, but only to the extent that such additional or modifying provisions are requested by and are acceptable to the Purchasing Agent. Where the bidder submits a bid for goods or services which vary from the City's specifications, the decision of the Purchasing Agent of whether such goods or services are functionally equivalent to the goods or services requested by the City shall be final. Alterations or changes in the specifications of the goods or services furnished under this contract can only be made upon the written authorization signed by the Purchasing Agent, and any other alteration or modification that is not signed by the Purchasing Agent or his designated representative shall be void. Alterations in contract language shall further require the approval of the City Department of Law.

31. **Term of Contract:** This contract shall remain in force for the period specified unless extended by mutual consent of both parties or terminated as provided herein.
32. **Termination of Contracts:** Contracts shall remain in force for full periods specified and until all articles ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall have been met, unless:
 - a) terminated prior to expiration date by satisfactory deliveries of entire contract requirements.
 - b) extended upon written authorization of the Purchasing Agent and accepted by contractor, to permit ordering of unordered balances or additional quantities at contract prices and in accordance with contract terms.
33. **Subletting of Contract:** It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation without the previous written consent of the City Purchasing Agent, but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.
34. **Default:** The contract may be cancelled or annulled by the Purchasing Agent in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. An award may be made to next low bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices. Provided, that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Agent, shall constitute contract default.
35. **Delivery Failures:** Failure of a Contractor to deliver within the time specified, or within reasonable time as interpreted by the Purchasing Agent, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Agent, shall constitute authority for the Purchasing Agent to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the Contractor shall reimburse the City within a reasonable time specified by the Purchasing Agent, for any expense incurred in excess of contract prices or the City shall have the right to deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Agent.

36. **Non-Liability:** The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or by any other circumstances which, in the Purchasing Agent's opinion, is beyond the control of the contractor. Under such circumstances, however, the Purchasing Agent may at his discretion, cancel the contract.

37. **New Goods, Fresh Stock:** All contracts, unless otherwise specifically stated, shall produce new commodities, fresh stock, latest model, design or pack.

38. **Equal Employment Opportunities:**

a) The City of Rochester, New York reaffirms its policy of Equal Opportunity in its commitment to require all contractors, lessors, vendors and suppliers doing business with the City to follow a policy of Equal Employment Opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs and activities. The City is including this policy statement in all bidding documents, contracts, and leases. Contractors, lessors, vendors and suppliers shall agree to comply with State and Federal Equal Opportunity laws and regulations and Federal regulations 31 CFR Part 51 and shall submit documentation regarding Equal Employment Opportunity upon the City's request.

b) Definitions:

1. Good Faith Effort - shall mean every reasonable attempt to comply with the provisions of this policy by making every reasonable effort to achieve a level of employment of minority groups and female workers that is consistent with their presence in the local work force.
2. Minority Group Persons - shall mean a person of Black, Spanish surname American, Asian American, or American Indian ethnic or racial origin and identity.

c) Compliance. The Contractor shall comply with all of the following provisions of the Equal Employment Opportunity Requirement:

1) The Contractor agrees that he will not discriminate against any employee for employment because of race, color, religion, sex, age, or of employees for performance of work under this Agreement or any subcontract hereunder, the Contractor and its subcontractors, if any, shall not, by reason of race, creed, color, sex, age or national origin, discriminate against any person who is qualified and available to perform the work to which the employment relates. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that applicants are hired and that employees are treated during their employment, without regard to their race, color, religion, sex, age or national origin.

2) If the Contractor is found guilty of discrimination in employment on the grounds of race, color, sex, religion, age or national origin by any court or administrative agency that has jurisdiction pursuant to any State or Federal Equal Employment Opportunity Laws or regulations, such determination will be deemed to be a breach of contract, and this Agreement will be terminated in whole or part without any penalty or damages to the City on account of such cancellation or termination and the Contractor shall be disqualified from thereafter selling to, submitting bids to, or receiving awards of contract with the City of Rochester for goods, work, or services until such time as the Contractor can

demonstrate its compliance with this policy and all applicable Federal and State Equal Opportunity laws and regulations.

3. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

39. **Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment:**

1. The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.

2. If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reasons for such non-support of fair employment.

40. **Guarantee:** Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship of all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation, workmanship, or materials, the Contractor, at his expense, shall repair or adjust the equipment or parts to correct the condition, or he shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City as least detrimental to the operation of City business.

41. **Placing of Orders:** Orders against contracts will be placed with the Contractor on either a Purchase Order or Blanket Purchase Order executed and released by the Purchasing Agent. Telephone orders placed directly with the contractor by the ordering Agency may be authorized by the Purchasing Agent only after execution of a Blanket Purchase Order.

42. **Provisions for Other Agencies:** Unless otherwise stipulated by the bidder, the bidder agrees when submitting his bid that he will make available to all City agencies and departments and the City School District the bid prices he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

DELIVERY PROVISIONS

43. **Responsibility for Materials Shipped and Risk of Loss:** The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated point and received, properly installed if necessary, and accepted by the City and the Contractor shall bear all risk on rejected materials or supplies. Rejected materials or supplies must be removed by and at the expense of the Contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. Upon failure to do so within ten (10) days after notification, the City may return the rejected materials or supplies to the contractor at his risk and expense, or dispose of them as its own property.

44. **Inspections:** Inspection and acceptance of materials or supplies will be made after delivery. Final inspection shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be

made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the City for such materials or supplies as are not in accordance with the specifications. All delivered materials shall be accepted subject to inspection and physical count.

45. **Time of delivery:** Deliveries will be accepted between 9:00 A.M. and 4:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or Holidays.
46. **Packing Slips or Delivery Tickets:** All shipments or deliveries shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:

The Purchase Order Number

The Name of the Article and Stock Number (Supplier's)

The Quantity Ordered

The Quantity Shipped

The Quantity Back Ordered

The Name of the Contractor

Bidders are cautioned that failure to comply with these conditions SHALL BE CONSIDERED SUFFICIENT REASON FOR REFUSAL TO ACCEPT THE GOODS.

47. **FOB Destination Delivery:** Unless otherwise specifically stated in the City's request for bids, all goods, equipment and materials shall be delivered to the location designated by the City. The bidder shall include in his bid price all reasonable and necessary transportation, shipping, handling and delivery charges. Delivery shall not be complete until the goods, etc. are placed in the building, room, or other location specified by the City, either in the bid documents or in the Purchase Order.
48. **General Guaranty:** Contractor agrees to:
- a) save the City, its agents and employees harmless from liability of any nature or kind for the use of copyrighted or non-copyrighted composition, secret process, patented or non-patented invention, article or appliance furnished or used in the performance of the contract which the contractor is not the patentee, assignee, licensee or owner.
 - b) protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
 - c) furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to his own work or to the work of other contractors for which he or his workmen are responsible.
 - d) pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the City and the State of New York.
49. **Indemnity:** Contractor shall indemnify, keep and save harmless the City, its agents, officials and employees, against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against the City in consequence of the granting of this contract or which may in anyway result therefrom, whether or not it shall be

alleged or determined that the act was caused through negligence or omission of the Contractor or his employees, of the subcontractor or his employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

50. **Collusive Bidding:** The Bidder certifies that his bid is made without any previous understanding, agreement or connection with any person, firm or corporation making a bid for the same project without prior knowledge of competitive prices, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.
51. **Identical Bidding:** Executive Order No. 10946: All identical bids submitted to the City as a result of advertised procurement for materials, supplies, equipment or services exceeding \$1,000.00 in total amount may at the discretion of the City, be reported to the Attorney General of the United States in accordance with Form DJ-1510 and the Presidential Order dated April 24, 1961 for possible violation and enforcement of antitrust laws.
52. **Employees Not To Benefit:** As a prerequisite for the payment pursuant to the terms of this contract, there shall be furnished to the City a statement under oath that no employee or officer of the City, or members of his or her immediate family, including spouse, parents, or children, or any person representing or purporting to represent any member or members of the elected governing body has received or has been promised directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution, or any other similar form of remuneration and/or on account of the acts of awarding and/or executing the contract. Upon request by the City, as a prerequisite to payment pursuant to the terms of this contract, there will be furnished to the requester, under oath, answers to any interrogatories related to a possible conflict of interest as herein embodied. Any contract made or entered into where it is discovered that violation of the intent of this provision exists shall be declared null and void and all monies received by the Contractor shall be returned to the City.

Any person executing a false statement or violating the provisions of this section shall be subject to possible prosecution.

53. **Child Labor:** Pursuant to Resolution No. 37-38 of the City of Rochester, the bidder certifies to the best of his/her knowledge that Child Labor has not been employed in the manufacture of the materials, supplies, the containers thereof, or services represented hereon.
54. **Prevailing Wages:** Bidder hereby certifies that to the extent applicable to this contract the wage rates to be paid to employees on this contract shall be in conformity with the wage rates established by the Comptroller pursuant to and in conformity with Section 220 of the New York State Labor Law. To the extent that prevailing wages are not applicable to the contract, the bidder hereby certifies that he/she shall pay employees working hereunder the minimum wages established by law.
55. **Testimony Concerning Contracts:** The refusal of the vendor, or any of its officers, directors, partners, members or agents, when called before a Grand Jury, to testify concerning any transaction or contract had with the State of New York, any political subdivision thereof, a public authority or with any public department, agency or official of the State of New York or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, shall disqualify the vendor and such officer, director, member or agent thereof from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation in the

State of New York or any public department, agency or official thereof, for goods, works or services, for a period of five (5) years after such refusal and any or all contracts made with any municipal corporation or a public department, agency or official thereof, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer, may be cancelled or terminated by the municipal corporation without any liability on the part of the municipal corporation or any penalty or damages on account of such cancellation or termination.

56. **Status As Independent Contractor:** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that he shall conduct himself in a manner consistent with such status, that he will neither hold himself nor his employees out as, nor claim to be an officer or employee of the City by reason hereof, and that he and his employees will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the City, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, social security coverage, and retirement membership or credit.
57. **Audit:** The Contractor agrees to permit on-site inspection and auditing of all records, books, papers, and documents associated with this Agreement by authorized representatives of the City, and further agrees to provide necessary staff support for the performance of such audit. The Contractor agrees to maintain for a period of three (3) consecutive years following termination of this Agreement any and all records, reports and other documentation arising from the performance of this agreement; however, this period shall be extended beyond three years for any and all records and information pertaining to unresolved questions, which have been brought to the Contractor's attention by written notice by the City.
58. **Compliance With All Laws:** The Contractor agrees that, during the performance of the work required pursuant to this Agreement, the Contractor, and all employees working under his direction, shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way their actions during their said performance of the work required by this Agreement. Furthermore, each and every provision of law and contractual clause required by law to be inserted in this Agreement shall be deemed to be inserted herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party this Agreement shall be forthwith physically amended to make such insertion or correction.
59. **Extent of Agreement:** This Agreement constitutes the entire and integrated Agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements, and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged or by its authorized agent.
60. **Law and Forum:** This Agreement shall be governed by and under the laws of the State of New York and the Charter of the City of Rochester. The parties further agree that the Supreme Court of the State of New York, held in and for the County of Monroe shall be the forum to resolve disputes arising out of either this agreement or work performed according thereto. The parties waive all other venue or forum selections. The parties may agree between themselves on alternative forums.
61. **No Waiver:** In the event that the terms and conditions of this agreement are not strictly enforced by the City, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the City from enforcing each and every term of this Agreement thereafter.
62. **Severability:** If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to the laws of the State of New York.

NOTICE TO BIDDERS

Effective October 1, 1984, Section 38, Part a) of the General Conditions and Instructions to Bidders incorporated in this document has been amended to read:

38. Equal Opportunities:

- a) The City of Rochester, New York reaffirms its policy of equal opportunity in its commitment to require all contractors, lessors, vendors, and suppliers doing business with the City to follow a policy of equal opportunity, in accordance with the requirements set forth herein. This policy is adopted pursuant to the City's Affirmative Action Plan, Article XV, Contract Compliance. The City does not discriminate on the basis of handicap status as defined in 31 CFR Part 51, in admission, access to, or treatment or employment in its programs or activities. The City is including these policy statements in all bidding documents, contracts, and leases. Contractors, lessors, vendors, and suppliers shall agree to comply with State and Federal equal opportunity laws and regulations and Federal regulation 31 CFR Part 51 and shall submit documentation regarding equal opportunity upon the City's request.

Effective June 15, 1989, the General Condition and Instructions to Bidders incorporated in this document has been amended by the insertion of the following new section:

38(A). Purchase of Products from Companies Doing Business in Northern Ireland Supporting Fair Employment

- 1) The vendor understands that the City has adopted a policy prohibiting contracting for goods or services with a person, firm, or corporation doing business in Northern Ireland, who does not support fair employment without religious discrimination and does not cooperate with agencies monitoring equal opportunity employment.
- 2) If, because of applicable law, a contract is awarded to a contractor who does not support equal opportunity employment without religious discrimination, the contractor must submit a statement to the Director of Finance detailing the reason for such nonsupport of fair employment.