



**City of Conway – Mayor’s Office**  
**1201 Oak Street**  
**Conway Arkansas 72034**  
**(501) 450-6110**  
[www.cityofconway.org](http://www.cityofconway.org)



**Invitation and Bid - 2009-10**

**INVITATION  
 TO THE VENDOR ADDRESSED:**

Bidders are invited to furnish the items listed herein in accordance with the terms and conditions attached. **Sealed** bids must be in Office of the Mayor no later than **10 am, Tuesday, January 27<sup>th</sup>, 2009** at which time all bids will be opened and read in the Downstairs Conference Room in City Hall. Successful bidders will receive purchase order, if necessary **within 30 days after the City Council approval. Unsigned bids will be rejected.**

**City of Conway Fire Department**  
**Flame Resistant Clothing with Rental Agreement**

You are invited to submit a bid to supply the Goods and/or Services specified above. Bids must be made in accordance with the Forms and Instructions.

Enclosed with this Bid Packet are the following Forms and Instructions:

Use this checklist to ensure you have properly completed all Forms. You must return the complete Bid Packet.

- |  |   |
|--|---|
| <input type="checkbox"/> Bidder Instructions             | <input type="checkbox"/> Pricing and Delivery |
| <input type="checkbox"/> Rental Agreement Specifications | <input type="checkbox"/> Authorized Signature |
| <input type="checkbox"/> Uniform Specifications          | <input type="checkbox"/> Terms and Conditions |

**Additional Information**

- The bidder shall include all charges, including taxes, fees, shipping (if applicable)
- The bidder needs to include an anticipated delivery date. (if applicable)
- Bid prices shall be firm for 90 days after the bid opening date.

In submitting this bid, it is understood by the undersigned bidder that the right is reserved by the City of Conway to reject any and all bids:

Contact Information: Amanda Swofford / [amada.swofford@cityofconway.org](mailto:amada.swofford@cityofconway.org)

Telephone: (501) 450-6148                      Fax: (501) 450-6149

Bid Specifications can be obtained at [www.cityofconway.org](http://www.cityofconway.org)

## **Bidder Instructions**

Bidders shall clearly indicate in his bid, whether he is in compliance or is taking exception to the specifications by placing an "X" in the appropriate "Comply" or "Exception" box after each section. Each section where the bidder fails to indicate compliance or not will automatically be counted as an exception. The bidder, if taking exceptions, shall respond with a full written explanation as to why he is taking exception along with the details of his proposed solution on a separate sheet of paper.

## RENTAL AGREEMENT SPECIFICATIONS

- Each employee will be personally measured and issued 7 uniforms

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- A 36 month contract will be guaranteed in writing

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- There is a guaranteed no buy out policy at the end of the 36 month contract agreement

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All uniforms will need to be inspected, repaired and replaced as needed at no extra cost

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Size changes will need to be provided at no extra cost

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Dirty uniforms will be picked up weekly at each station

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Clean uniforms will be dropped off weekly at each station

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Soiled laundry bins will be provided at each location (7 stations)

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Required to offer Coveralls in the rental agreement – this would only be for a certain amount of employees

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

## UNIFORM SPECIFICATIONS

- Pants, Shirts and Coveralls are required to be navy in color

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All garments must be made of a Synthetic fiber blend of 79% Kermel, 20% Modacrylic and 1% Static Dissipation

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All garment weight must not exceed 6.4 ounces per square yard

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All garments must meet the following ratings:

ATPV rating of 8.1

HRC rating of 2

TTP rating of 8.4

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All shirts will be required to have a Fire Department badge / patch (will need to be provided by the company) sewn on the left chest pocket The badges will be either silver or gold depending on rank

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All shirts will be required to have a name and rank patch sewn on the right check pocket (will need to be provided by the company)

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- All shirts will be required to have a Conway Fire Department patch sewn on the left sleeve ( will be provided by the fire department)

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

- Any tags that are visible must be fire department in nature, if not they must be removed or moved somewhere that is not visible.

\_\_\_\_\_ Comply                      \_\_\_\_\_ Exception

## DELIVERY AND PRICING

### **Delivery**

If your Bid is accepted and a contract is executed state the number of weeks you need to deliver the Goods and/or Services. The total time needs to be from the start of measuring to having all uniforms in place at each station.

\_\_\_\_\_ **Number of weeks for delivery**

You must be able to deliver the Goods and/or Services as specified above. Failure to do so may result in the City terminating your contract.

### **Pricing (Initial Start-Up)**

<u>Description</u>	<u>Cost</u>
Uniform (Shirt and Pants)	_____ per person per week
Coveralls	_____ per person per week
Fire Department Badge Sewing charge and Make-up Charge	_____
Name and Rank Patch Sewing charge and Make-up Charge	_____
Oversize Charge	_____ %
Service Charge (weekly fee)	_____ per location

### **Pricing (Post Start-Up)**

<u>Description</u>	<u>Cost</u>
Uniform (Shirt and Pants)	_____ per person per week
Coveralls	_____ per person per week
Fire Department Badge Sewing charge and Make-up Charge	_____
Name and Rank Patch Sewing charge and Make-up Charge	_____
Oversize Charge	_____ %

**City of Conway Fire Department**  
**Flame Resistant Clothing**  
**Bid Number: 2009-10**  
**Bid Opening Date: Tuesday, January 27<sup>th</sup>, 2009**  
**City Hall - Downstairs Conference Room**

***Unsigned bids will be rejected:***

Authorized Agent Bidding on this project:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Company Representative Name

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Address Email Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number Fax Number

\_\_\_\_\_  
Date

## City of Conway

### TERMS AND CONDITIONS

#### Important – Read Carefully

By Submission of bid, bidder certifies that he has read all terms and conditions and that bid is submitted in accordance therewith.

1. Prices quoted will be considered to be net prices unless otherwise stated by the bidder. Cash discounts requiring payments in less than 30 days will not be considered in making awards.
2. Prices quoted shall be FOB Conway unless otherwise specifically stated on proposal. In either case, delivery charges must be prepaid.
3. All fees and taxes shall be included in prices quoted.
4. Bidder certifies that he will make delivery of items for which he bids within 10 days after receipt of award – unless otherwise specifically stated. Time of delivery in excess of 10 days may be considered a factor in making awards.
5. In case of default of contractor in making deliveries as per contract, the City may procure the articles or services from other sources and hold the contractor responsible for all excess costs occasioned thereby. Bidder's record as to satisfactory performance under previous contracts will be considered a factor in making awards and retention on bid lists.
6. The City reserves the right to reject any or all bids, in part or in whole and to waive information in bids received.
7. If not otherwise specified, bidder must furnish brand names with catalog number, if any, on items which are offered as "equal." In all such cases the burden of establishing equality is upon the bidder and failure to do so within a reasonable time may result in rejection. Alternative bids will not be considered unless no other type bid for the item is received.
8. In the case of equal or tie bids, preference will be given to Arkansas bidders. Other than as stated in the first sentence, awards on tie bids will be made at the discretion of the purchasing official. In such cases, "splitting" will be avoided and awards of previous contract(s) to one or more of the bidders will not be a factor.
9. In the event that bidder is unable to furnish all of an item, bids on portions thereof may be considered.
10. Final inspections and acceptance or rejection will be made after delivery. Items rejected because of non-conformance shall be removed and replaced immediately with those which meet specifications, all at the expense of the contractor. In the event that necessity requires the use of non-conforming items, payment therefore will be made at a proper reduction in price which shall be not greater than contractor's actual cost by purchase, fabrication, manufacture or other production method plus transportation paid to carriers. All costs in connection with testing items that do not meet specifications shall be paid by contractor.

11. Quality, time of performance, probability of performance, and location of bidder will be factors in awards of all contracts.
12. The City reserves the right to purchase any, all or none of the items listed, in combinations thereof that may be in the best interest of the City of Conway.
13. The City reserves the right to change any specifications, terms and/or conditions at any time, with adequate notice in writing to bid invitees of those changes, if any.
14. The City is qualified for "GSA" pricing schedules, if available and applicable.
15. The City reserves the right to waive any informalities or minor defects, but this shall not be construed to indicate waiver of any specification, term and/or condition unless in the best interest of the City in the judgment of the City.
16. **CONSTRUCTION/INSTALLATION:** Any construction work that is worth \$20,000 or more must comply with Arkansas Code Annotated § 22-9-204.
17. **PROHIBITED INTEREST CONDITION:** No official of the City authorized on behalf of the City to specify, plan, design, negotiate, make, accept or approve, or take part in specifying, planning, negotiating, making, accepting or approving any construction or material purchase contract or any subcontract in connection with any purchase made by the City of Conway shall become directly or indirectly interested personally in the purchase in the purchase or any part thereof.
18. **EQUAL OPPORTUNITY IN EMPLOYMENT:** All qualified bidders will receive consideration without regard to race, color, religion, sex, age, disability or national origin.