



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Specifications and Advertisement for Bids for Rental of Safety Clothing for the Electric Utility Department

MEETING DATE: August 7, 1996

SUBMITTED BY: Electric Utility Director

RECOMMENDED ACTION: That the City Council approve the specifications and authorize advertisement for bids for the rental of safety clothing on a two-year contract for the Electric Utility Department.

BACKGROUND: The Electric Utility Department's Construction and Maintenance Division has negotiated with the IBEW Electric Utility Unit 1245, (Memorandum of Understanding January 2, 1995 to December 31, 1997) to supply safety clothing for these employees.

Fed OSHA and Cal OSHA regulations require that employees working on or near energized electrical equipment wear clothing that will not ignite and continue to burn when exposed to an electric arc. These specifications comply with OSHA regulations and meet the obligations of the MOU.

FUNDING: The estimated cost of the rental agreement is \$46,000. Funding is budgeted in The Electric Utility Construction and Maintenance Division operating fund.

Alan N. Vallow
Electric Utility Director

Prepared by Carl Lindstrom, Electric Utility Superintendent

ANV/CL/sh

cc: Purchasing Officer

APPROVED

H. Dixon Flynn
CITY MANAGER

NOTICE INVITING BIDS
RENTAL AND CLEANING OF SAFETY CLOTHING
AND
CLEANING OF JACKETS AND/OR DENIM JEAN PANTS

CITY OF LODI, CALIFORNIA

The City of Lodi hereby invites sealed proposals for the delivery (on a rental basis) and processing (cleaning) of safety clothing and cleaning of jackets and/or denim jean pants to the City of Lodi, California.

Each bid shall be in accordance with this notice and specifications on file with and available from the Electric Utility Department, 1331 S. Ham Lane, Lodi, CA 95242, (209) 333-6763. No bid will be considered unless it is submitted on a proposal form furnished by the City of Lodi.

Sealed proposals shall be delivered to the Purchasing Officer at the City Hall Annex, 212 West Pine Street, Lodi, CA 95240 (P.O. Box 3006, Lodi, CA 95241-1910) at or before

11:00 a.m. on August 20, 1996

At that date and hour, said sale proposals will be publicly opened and read in the Conference room, City Hall Annex, 212 West Pine Street, Lodi, California. Bidders or their authorized representatives are invited to be present.

The City of Lodi reserves the right to reject any or all bids, to waive any informality in the bid, to accept other than the lowest bid, or not to award the bid.

Reference is hereby made to said specifications for further details, such specifications and this notice shall be considered part of any contract made pursuant thereto.

CITY OF LODI
Joel E. Harris
Purchasing Officer

BID OPENING

- A. The Purchasing Officer will receive sealed bids in his office, City Hall Annex, 212 West Pine Street, Lodi, CA 95240 (P.O. Box 3006 Lodi, California 95241-1910), until

11:00 a.m., August 20, 1996

At that time, in the City Hall Annex Conference Room, 212 West Pine Street, Lodi, bids will be publicly opened and read. Bidders or their authorized representative are invited to be present.

- B. The proposal shall be submitted as directed in the "Notice Inviting Bids" under sealed cover plainly marked
SAFETY CLOTHING RENTAL AND CLEANING - BID OPENING AUGUST 20, 1996

Proposals which are not properly marked may be disregarded.

PROPOSAL FORM

- A. Prospective bidders are furnished with one proposal form included with the specifications.
- B. The proposal must include the full name and address of the bidding company, and be signed by a principal of the company, or by a person authorized to sign on behalf of the principal or principals of the company. Any signature will be presumed to be so authorized.
- C. The purchaser reserves the right to accept other than the lowest bid or to reject any or all bids.

REJECTION OF PROPOSALS

Bids may be rejected if they show any alteration of proposal form, additions not called for, or alternative bids not properly documented. Erasures or irregularities of any kind may also be cause for rejection.

AWARD OF BID

- A. The award of the bid, if it be awarded, will be to the lowest responsible bidder whose bid proposal complies with all the requirements herein described.
- B. In evaluating the bids and determining lowest total cost to the City, the City will consider the Sales Tax Credit in the amount of one percent (1%) of the applicable sales tax on rental of the safety clothing, which is rebated to the City of Lodi when such rental is made at the retailer's place of business and such business is located within the city limits of the City of Lodi, California.
- C. Where alternative bids are received, the City Council reserves the right to select the bid most advantageous to the City. The award, if made, will be made within thirty days after opening of the bids.

- D. In case of tie bids, consideration will be given to potential for Sales Tax rebates as discussed in Part B, above. In the event Part B does not apply to this bid, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. Tie bidders will be notified and may be present.

**INFORMATION TO BIDDERS
SAFETY CLOTHING**

MEASUREMENTS AND FITTING

Approximately twenty employees are to be measured and fitted for safety clothing by the supplier.

DELIVERIES

Weekly deliveries shall be made to the City of Lodi, Electric Utility Department at 1331 South Ham Lane.

MEASUREMENT AND DELIVERY TIME

Measurement and delivery time will be part of the bid evaluation, and such times shall be clearly indicated on the proposal.

PRICES

All quoted prices shall be current and firm for at least thirty days after date of bid opening. Prices to be F.O.B. delivered, Electric Utility Department, 1331 South Ham Lane, Lodi, California.

SALES AND USE TAXES

All quotations submitted shall include 7.75% California/local sales or use taxes where applicable.

INVOICES

- A. Invoices shall be issued every four weeks, and shall indicate changes and costs by week for the previous four weeks. Invoices shall also indicate as separate items any incidental charges, as well as any sales or use taxes, which may apply. All invoices shall be in duplicate.
- B. Payment by the purchaser shall not release supplier of the responsibility to fully carry out the bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.

GUARANTEES

In addition to any or all guarantees mentioned elsewhere herein, the supplier shall repair and/or replace, at no expense to the City of Lodi, any safety clothing that may develop defects due to faulty material, workmanship, normal wear or design, and loss of flame resistant finish during the period of the agreement to the extent such safety clothing is provided by supplier.

REFERENCES

The bidder shall provide, additionally and conjunctively, a list of references naming at least three current customers within the State of California with whom the bidder has had a business relationship for at least one year. The list shall include names of contacts and telephone numbers at which those contacts can be reached.

PURCHASES

This transaction will be covered by a City of Lodi purchase order, and all terms included in the Notice to Bidders, Information to Bidders, Proposal and Specifications shall be binding.

PERIOD OF CONTRACT

The contract will be for a period of two years beginning at the time of the first delivery of safety clothing to the Electric Utility Department.

OPTION TO RENEW

By mutual agreement, the supplier and City may enter into an agreement for a one-year extension of this contract based upon the same terms and conditions set forth herein.

CANCELLATION OF CONTRACT

The City of Lodi reserves the right to cancel the agreement with 30-day written notice if standards of quality or service fall below acceptable levels and supplier fails to correct noted deficiencies within a reasonable length of time.

BID PROPOSAL
FURNISH, DELIVER, AND PROCESS SAFETY CLOTHING
AND CLEANING OF JACKETS AND/OR DENIM JEAN PANTS
FOR
THE CITY OF LODI, CALIFORNIA

To: The Lodi City Council
c/o Purchasing Officer

(If delivered by FedEx, UPS, or courier):
212 West Pine Street
Lodi CA 95240

(If delivered by mail):
P O Box 3006
Lodi CA 95241-1910

From: _____

(Name of Bidder)

The undersigned, as bidder, declares to have carefully examined the Notice Inviting Bids, Information to Bidders, and Specifications filed for furnishing and delivering the safety clothing, and agrees to be fully informed regarding all of the conditions affecting the safety clothing to be furnished for the term of the agreement, and that the information was secured by personal investigation and research and not from any estimate of a City employee; and that no claim will be made against the City by reason of estimates, tests or representations of any officer or agent of the City; and proposes and agrees, if the proposal be accepted, to furnish the City of Lodi the necessary material specified in the bid in the manner and time therein set forth. It has been noted the City of Lodi reserves the right to accept all or part of this bid, to reject any or all bids, or to accept other than the lowest bid.

Safety clothing listed below are to be in accordance with the City of Lodi specifications attached hereto. The bidder will submit a detailed list of any and all exceptions taken to these specifications. In the absence of such a list, it will be understood that the bidder's proposal is based on strict conformance to the specifications in all respects. All exceptions taken will be evaluated, and a determination as to acceptability of the exceptions will be made by the City of Lodi before the award is made.

If awarded the bid, the undersigned agrees to furnish, deliver, (on a rental basis), and provide cleaning for the safety clothing described in the specifications and to take in payment therefor the following unit prices, to-wit:

**BID PROPOSAL
SAFETY CLOTHING**

Furnish, launder, and deliver to the City of Lodi, garments and related items as follows:

COST PER CHANGE

RENTAL AND CLEANING OF SAFETY CLOTHING

- | | | | |
|---|--|---|--|
| <p>1. <u>Shirts</u> — provided & processed</p> <p>Inventory shall consist of 11 shirts per employee of various colors. Weekly change consist of collection of 4 or 5 shirts per employee and delivery of 4 or 5 clean shirts per employee (Average bi-weekly will be 9 sets of safety clothing).</p> <p style="padding-left: 40px;">100% cotton shirts with Indura® durable flame resistant finish.</p> | <p>15-20</p> <p>20+</p> | <p>employees \$ _____</p> <p>employees \$ _____</p> | |
| <p>2. <u>Pants</u> — provided & processed</p> <p>Inventory shall consist of 11 pants per employee. Weekly change consists of collection of 4 or 5 pants per employee and delivery of 4 or 5 clean pants per employee.</p> <p style="padding-left: 40px;">100% cotton denim jean pants with Indura® durable flame resistant finish.</p> | <p>1-5</p> <p>5-10</p> <p>10-20</p> <p>20+</p> | <p>employees \$ _____</p> <p>employees \$ _____</p> <p>employees \$ _____</p> <p>employees \$ _____</p> | |
| <p>3. <u>Denim Jean Pants</u> — processed only</p> <p>Launder NOG 100% cotton denim jean pants. Weekly change consists of collection of 1-5 pants per employee, and delivery of 1-5 pants per employee.</p> <p style="padding-left: 40px;">NOG, employee owned denim jean pants.</p> | <p>1-5</p> <p>5-10</p> <p>10-20</p> <p>20+</p> | <p>employees \$ _____</p> <p>employees \$ _____</p> <p>employees \$ _____</p> <p>employees \$ _____</p> | |

OPTIONAL BID ITEMS

- | | | | |
|---|-------------------------|---|--|
| <p>4. <u>Jackets</u> — processed only</p> <p>Launder NOG jackets with Indura® durable flame resistance finish on an intermittent cost per item basis.</p> <p style="padding-left: 40px;">NOG, employee owned jackets.</p> | | <p>\$ _____</p> | |
| <p>5. <u>Lockers</u></p> | <p>5-20</p> <p>20+</p> | <p>per month \$ _____</p> <p>per month \$ _____</p> | |
| <p>6. <u>Hamper</u></p> | <p>15-20</p> <p>20+</p> | <p>per month \$ _____</p> <p>per month \$ _____</p> | |

Sales Tax applicable to rental: Yes _____ No _____

Measurements taken: _____ weeks after award or contract ratification

**BID PROPOSAL
SAFETY CLOTHING**

First delivery: _____ weeks after measurements have been taken

Terms: _____

It is understood and agreed that if this proposal is accepted, the price quoted above is inclusive of sales or use taxes, or similar tax now imposed by Federal, State, or other governmental agency upon the material specified.

The undersigned has checked carefully all the above figures and understands that the City and its officers and employees will not be responsible for any errors or omissions on the part of the undersigned in completing this bid.

The undersigned, as bidder, hereby declares that the only persons or firms interested in the proposal as principal or principals is or are named herein and that no other persons or firms than herein mentioned have any interest in this proposal, that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith, without collusion or fraud.

This bid may be withdrawn by the written request of an authorized representative of the bidding company at any time prior to the scheduled time for the opening of bids or prior to any authorized postponement thereof.

The undersigned hereby designates as the office to which such notice of acceptance may be mailed or delivered:

Name of Company:

Address:

Authorized Signature:

Name:

Title:

Telephone Number:

FAX Number:

Date:

REFERENCES

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Flame resistant apparel to be equal to or exceed the specification for Red Kap Industries 10090 cotton twill with Indura® durable flame resistant THPOH--Ammonia finish. Shirts and denim jean pants to the extent provided shall be the same or similar to the style, fabric and looks of the Red Kap Industries safety clothing.

Safety clothing shall be certified to meet the performance specifications of ASTM Standard F-1506-94 "Standard Performance Specification for Textile Materials for Wearing Apparel for Use by Electrical Workers Exposed to Momentary Electric Arc and Related Thermal Hazards"

The publication of OSHA 29 CFR 1910.269 requires that the following fabrics either alone or in blends not be worn by employees: acetate, nylon, polyester, rayon.

Bidder Shall Note Any Exceptions to the Following Specifications:

I. INDURA® PANT

DESCRIPTION:

Indura® 100% cotton flame resistant denim jean pant.

STYLE:

Western cut 5-pocket jean, scoop front pockets, watch pocket, patch spade hip pocket, boot flare.

FABRIC:

Body fabric of 100% cotton twill with Indura® durable flame resistant THPOH--Ammonia finish, 11 to 11½ oz. per square yard, indigo dye.

Front pockets: 100% cotton drill, 5.6 oz. sq. yd.

CLOSURES:

Talon brass zipper #42.

Waistband closed with one 27 ligne button, brass cap, steel back, rust resistant steel tack.

MAINSEAMS:

Seatseam, riser and outseam, crotch two needle felled.

Inseam safety stitched.

WAISTBAND:

Continuous one piece folder set.

No outlet.

Brass button closures.

FRONT POCKETS:

Stitch-turn-restitch construction.

2.30 wt. Natural 65/35 pocketing.

HIP POCKETS:

Spade shape patch pockets of body fabric.

FLY

Separate fly facing left side.

One piece folder fly right side.

No lining.

BELT LOOPS

7 up to size 44,

9 size 46 and up.

½" topstitched.

Bartacked top and bottom

BOTTOM HEM

Unfinished

WATCH POCKET

Yes

BARTACKS

Top corners of back pockets, front pockets top and bottom, crotch at base of fly, flys together, belt loops, corners of watch pocket.

CONTRAST STITCHING

Contrasting thread on all outside operations except:
Finish band ends, join fronts, and crotch.

II. INDURA® WORK SHIRT

DESCRIPTION:

Indura® work shirt.

STYLE:

Two piece shaped collar with 3½" point lengths.
Fronts have stitched down front hem and vertical style button holes.
Two button thru pockets with flaps.
Separate shoulder yoke.

FABRIC:

Body fabric of 100% cotton twill with Indura® durable flame resistant THPOH -- Ammonia finish, 6.0 oz. per square yard.
Cuff lining - 100% cotton.
Collar lining - 100% cotton.

CLOSURES:

Front - Seven 20 ligne four hole melamine buttons.
Cuffs - One each 20 ligne four hole melamine buttons.
Pockets - One each 20 ligne four hole melamine buttons.

MAINSEAMS:

Shoulder, sleeve and sideseams sewn with ⅝" gauge safety stitch with overedge stitching.
Pocket corners reinforced with 45° bartacks.
All seams sewn with polyester thread.

COLLARS:

Two piece lined collar.

CUFFS:

One piece folded cuff.
Lined.
Separate facing.

FLAPS:

One piece with mitered corners.

Set over each pocket.

Diagonal bartacks at top corner.

One horizontal bartack 1¼" from edge of left flap for pencil stall.

POCKETS:

Finish 5" wide X 5½" deep, miter corner.
21 stitch diagonal bartacks at corner openings.

FRONTS:

Both front hems stitched down.
Vertical buttonholes.

BACKS:

One piece back.
Separate double shoulder yoke.

HEMS:

Bottom hem ¼" double turn, lockstitch.

- III. Shirts shall be long-sleeved and various colors. Supplier shall be responsible for taking measurements as necessary to assure proper safety clothing fit for all assigned employees.
- IV. Designated employees will specify at the time of measurements their selected color of shirts. These specifications will not change during the life of the contract.
- V. All designated employees shall be assigned an inventory of 11 sets of safety clothing. Newly hired designated employees shall be measured at no additional charge and shall be assigned an inventory of new safety clothing at rental rates then in effect per the agreement.
- VI. Increases or decreases in the total number of employees assigned safety clothing may be made by the City at any time at no additional charges over rental rates included in the agreement.
- VII. Exchanges necessary due to changes of size shall be made at no additional charge to the City of Lodi.
- VIII. Safety clothing included in this bid which become damaged or worn out due to normal wear shall be repaired or replaced at no additional charge to the City of Lodi.
- IX. Safety clothing shall be picked up, cleaned, and delivered weekly on the same day of the week, unless there is a holiday.
- X. There shall be no charge for safety clothing not collected/delivered, i.e., when employees are on vacation and safety clothing are not used.
- XI. Supplier may supply one each: Locker to store safety clothing and hamper to store dirty safety clothing.
- XII. Term of agreement shall be two (2) years with an option to renew for one (1) year upon mutual agreement of both parties.
- XIII. Supplier shall invoice the City of Lodi once every four (4) weeks for service for the prior four (4) weeks.
- XIV. To the extent of an award, the City shall award Bid Item #1, and may award any combination of Bid Items 2,3,4,5 and 6.