



# CITY OF LODI

## COUNCIL COMMUNICATION

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

**MEETING DATE:** January 19, 2000

**PREPARED 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 INFORMATION:** The Electric Utility Department's Construction and Maintenance Division has negotiated with the IBEW Electric Utility Unit 1245, (Memorandum of Understanding February 9, 1998 to December 31, 2002) to supply safety clothing for these employees.

Federal 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. The existing contract with AmeriPride Uniform Services is due to expire on February 28, 2000.

**FUNDING:** The estimated cost of the rental agreement is \$18,000. Funding is budgeted in the Electric Utility Construction and Maintenance Division operating fund.

*Victory M'Attie*

Alan N. Vallow  
Electric Utility Director

**PREPARED BY:** Carl Lindstrom, Electric Utility Superintendent

ANV/CL/kt

C: City Attorney  
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**

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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 and available from the Purchasing Officer, City Hall Annex, 212 West Pine Street, Lodi, California 95240, (209) 333-6777. 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, California 95240, (P.O. Box 3006, Lodi, CA 95241-1910) at or before

February 2, 2000 At 11:00 A.M.

At that date and hour said sealed proposals will be publicly opened and read in the Public Works Conference Room, City Hall, 221 West Pine Street, Lodi, California. Bidders or their authorized representative 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.

At that time, in the Public Works Conference Room, 221 West Pine Street, Lodi, California, 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 February 2, 2000

Proposals, which are not properly marked, may be disregarded. Only proposals actually received by the Purchasing Officer by the time set for the bid opening will be accepted.

**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 City of Lodi (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 cost to the City, the City will consider the Sales Tax Credit in the amount of one percent (1%) of the purchase price of the equipment, when such purchase is consummated at the retailer's place of business and such business:
1. Is located within the City of Lodi;
  2. Is licensed by the California State Board of Equalization to collect sales tax at the local place of business;
  3. Maintains a valid City of Lodi Business License.

**INFORMATION TO BIDDERS  
SAFETY CLOTHING**

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- 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 forty-five (45) days after the opening of the bids.
- D. In case of tie bids, consideration will be given to bids as described in "Award of Bid", Paragraph B, above. If that section does not apply to resolution of the tie, the tie will be broken by a coin toss, conducted by the City Purchasing Officer. Tie bidders will be notified and may be present.

**MEASUREMENTS AND FITTING**

Approximately twenty six 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

**INFORMATION TO BIDDERS  
SAFETY CLOTHING**

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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 two 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**

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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:

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

**COST PER CHANGE**

**RENTAL AND CLEANING OF SAFETY CLOTHING**

1. Shirts - provided & processed

Inventory shall consist of 13 shirts per employee of various colors. Weekly change consist of collection of 5 or 6 shirts per employee and delivery of 5 or 6 clean shirts per employee (Average bi-weekly will be 11 sets of safety clothing).	15-20	employees	\$ _____
	20+	employees	\$ _____

100% cotton shirts with Indura® durable flame resistant finish.

2. Pants - provided & processed

Inventory shall consist of 13 pants per employee. Weekly change consists of collection of 5 or 6 pants per employee and delivery of 5 or 6 clean pants per employee.	1-5	employees	\$ _____
	5-10	employees	\$ _____
	10-20	employees	\$ _____
	20+	employees	\$ _____

100% cotton denim jean pants with Indura® durable flame resistant finish.

3. Denim Jean Pants – processed only

Launder NOG 100% cotton denim jean pants. Weekly change consists of collection of 1-6 pants per employee, and delivery of 1-6 pants per employee.	1-5	employees	\$ _____
	5-10	employees	\$ _____
	10-20	employees	\$ _____
	20+	employees	\$ _____

NOG, employee owned denim jean pants.

**OPTIONAL BID ITEMS**

4. Jackets – processed only

\$ \_\_\_\_\_

Launder NOG jackets with Indura® durable flame resistance finish on an intermittent cost per item basis.

NOG, employee owned denim jean pants.

**BID PROPOSAL  
SAFETY CLOTHING**

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5. <u>Lockers</u>	5-20	Per month	\$ _____
	20+	Per month	\$ _____
6. <u>Hamper</u>	15-20	Per month	\$ _____
	20+	Per month	\$ _____

Sales Tax applicable to rental:      Yes \_\_\_\_\_      No \_\_\_\_\_

Measurements taken: \_\_\_\_\_ weeks after award or contract ratification

**BID PROPOSAL**

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 not 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**

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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**MATERIAL SPECIFICATIONS  
SAFETY CLOTHING**

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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 11 ½ 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 3 ½" 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 □" gauge safety stitch with overedge stitching.  
Pocket corners reinforced with 45□ bartacks.  
All seams sewn with polyester thread.

**COLLARS:**

Two pieces lined collar.

**CUFFS:**

One piece folded cuff.  
Lined.  
Separate facing.

**MATERIAL SPECIFICATIONS  
SAFETY CLOTHING**

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**FLAPS:**

One piece with mitered corners.  
Set over each pocket.  
Diagonal bartacks at top corner.  
One horizontal bartack 1 ¼" from edge of left flap for pencil stall.

**POCKETS:**

Finish 5" wide X 5" 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 13 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.

**MATERIAL SPECIFICATIONS  
SAFETY CLOTHING**

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- 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 two (2) years 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.