	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>1 of 17</b>
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NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID # 07-18/19

DESCRIPTION: Employee Uniforms

You are invited to submit a Bid to supply the Goods specified above. Invitations for Bid will be posted on the City's website at [www.stillwater.org](http://www.stillwater.org) or a hardcopy may be obtained at:

City of Stillwater  
 723 S. Lewis St.  
 Stillwater, OK 74076

**Bids must be received no later than 3:00 PM (CST) on Wednesday May 22, 2019 and delivered to:**

City Clerk's Office  
 723 S. Lewis St.  
 Stillwater, OK 74076


Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid; (2) the Summary Sheet; (3) Form #1; (4; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) the Instructions, Terms & Conditions for Bidders;; (11) Technical Specifications; and (12) Exhibit A.

Use this Checklist to ensure you have properly read and completed all Forms.

- \_\_\_\_\_ Notice of Invitation for Bid
- \_\_\_\_\_ Summary Sheet
- \_\_\_\_\_ Form #1: Bidder Information Sheet (Must be completed)
- \_\_\_\_\_ Form #3: Interest Affidavit
- \_\_\_\_\_ Form #4: Non-Collusion Affidavit (Original signature & notarization required)
- \_\_\_\_\_ Form #5: Affidavit of Claimant (Original signature & notarization required)
- \_\_\_\_\_ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed & signed)
- \_\_\_\_\_ Instructions, Terms & Conditions for Bidder
- \_\_\_\_\_ Technical Specifications
- \_\_\_\_\_ Exhibit A: Bid Form (This is your Bid. It must be completed or your Bid will be rejected)

**IMPORTANT NOTE:** Write the Bid Number, Bid Description, and Bid Opening Date (as listed above) on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.

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### SUMMARY SHEET

#### City of Stillwater Contact

If you have questions or need additional information, contact the Special Projects Director for this bid:

John McClenny  
Special Projects Director  
[jmccleddy@stillwater.org](mailto:jmccleddy@stillwater.org)  
Please include Bid # 07-18/19 on the subject line

#### Bidder's Notice of Intent to Submit a Bid

Email the Special Projects Director indicating your intent to Bid. Include Bid # 07-18/19 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. The same procedure should be followed to request clarification, in writing, of any point in the Invitation for Bid.

Bidders are encouraged to contact the Special Projects Director by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions or concerns must be received no later than ten (10) days prior to the Bid Packet due date.

#### Issuing of Addenda

If you contacted the Special Projects Director for this bid you should receive notice of any addenda issued.


#### Bid Packet Submission

The City requires two (2) completed Bid Packets. (1 Original and 1 copy)  
Each must be clearly labeled on the front sheet indicating "Original" or "Copy".

Responses to this Invitation for Bid must be made on the Forms and documents listed on Page 1. The entire Bid Packet must be returned or your Bid may be rejected. DO not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

#### Bid Packet Submission

All Bid Openings are public and take place at 3:00 PM on Wednesdays, the day the Bids are due. The Bid Openings are held in the City of Stillwater, Meeting Room #1112-B, 723 S. Lewis St., Stillwater, Oklahoma, 74076.

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**FORM #1  
BIDDER INFORMATION SHEET**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

**State of Organization:** \_\_\_\_\_

**Bidder's Type of Legal Entity: (check one)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____                  |

**Bidders Address:** \_\_\_\_\_  
Street
City
State
Zip Code


**Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Legal or Alternate Contact:**

Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

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**FORM #3  
INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Stillwater either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officer and/or employees of the City of Stillwater own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.


\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State where Notarized: \_\_\_\_\_

**The Affidavit must be signed by and authorized agent and notarized**

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**FORM #4**  
**NON-COLLUSION AFFIDAVIT**  
 (Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in the restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any municipal official or employee as to create a sole-source acquisition in contradiction to Section 74 O.S. §85.45j.1.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

By: \_\_\_\_\_  
 Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
 Notary Public


My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State where Notarized: \_\_\_\_\_

**The Affidavit must be signed by and authorized agent and notarized**



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**FORM #6**  
**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable)

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**Sign Here**  \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>8 of 17</b>
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**INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS**

**1. PURCHASING AUTHORITY.**

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.


**2. DEFINITIONS.**

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **“Acceptance”** with respect to a Bid shall mean Stillwater’s selection of a Bid and award of a contract to the Bidder/Contractor.
  
- B. **“Acceptance”** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater’s written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.
  
- C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.
  
- D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
  - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
  
  - **General Partnerships** – any partner can sign to bind all partners.
  
  - **Limited Partnerships** – the general partner must sign.
  
  - **Individuals** – no additional authorization is required, but signatures must be notarized.
  
  - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
  
  - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.




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- E. **“Bid”** means the Bidder’s irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bidder”** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **“Bid Packet”** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Instructions, Terms & Conditions for Bidders; ; (11) Technical Specifications; and (12) Exhibit A.
- H. **“Bid Submission Date”** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **“City”** shall mean the City of Stillwater, Oklahoma.
- J. **“Contractor”** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Procurement Officer”** shall mean the City’s employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **“Secondary Contractor”** shall mean the Contractor who’s Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- O. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Contractor who’s Bid the City of Stillwater selected and awarded a contract.
- P. **“Website”** shall mean the City of Stillwater’s website: [www.stillwater.org](http://www.stillwater.org)

**3. QUESTIONS REGARDING INVITATION FOR BID.**

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Special Projects Director indicated on the Summary Sheet herein. You should submit questions as early as possible. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City of Stillwater. At the City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Special Projects Director or your Bid may be disqualified.

**4. ORAL STATEMENTS.**

	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>10 of 17</b>
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No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater.

**5. EXAMINATION BY BIDDERS.**

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

**6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.**

The City of Stillwater may addend or amend its Invitations for Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Special Projects Director with their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

**7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.**


Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

**8. PRICE / DISCOUNTS.**

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

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**9. NO INDEMNIFICATION BY CITY.**

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

**10. DELIVERY.**

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

**11. TAXES.**

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

**12. BID SUBMISSION.**


The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City’s execution of the Purchase Agreement) shall constitute a firm contract.

**A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER “EXHIBIT A”, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**

B. Sealed Bids may be either mailed or delivered, but must be received at:  
 City of Stillwater – Office of the City Clerk  
 723 S. Lewis St. / PO Box 1449  
 Stillwater, OK 74076-1449

C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk’s Office prior to the due date and time.

D. Late Bids will be **rejected**. The City Manager, in his sole discretion, may make exceptions only for the following reasons:

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- City Hall closed for business for part or all of the day on the date the response was due.
- If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the City Manager.

E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.

F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.

G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder's name and address must also be clearly indicated on the envelope.

H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as "Option 1 of 3", "Option 2 of 3", etc.

I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such ("ORIGINAL") on the Bid Packet cover page, and two (2) copies, clearly labeled as such ("COPY") on the Bid Packet cover page.

J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. "Box 1 of 3", "Box 2 of 3", etc.). The original must be in Box #1.

K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.

**13. BID REJECTION OR WITHDRAWAL.**

A. The City of Stillwater may reject any or all Bids, in whole or in part.


B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City of Stillwater.**

C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.

D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.

E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

**14. BID RESULTS.**

	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>13 of 17</b>
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A tabulation of Bids received will be made available in the Office of the City Clerk generally within five (5) working days after the Bid Opening Date. Bid results are not provided in response to telephone or email inquiries.

**15. PURCHASE ORDER.**

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

**16. CONTRACT AWARD.**

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder's qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City's best interest.

**17. IRS FORM W-9.**


If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.

**18. NOTICE TO PROCEED.**

If the City of Stillwater accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the City representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

**19. PAYMENTS.**

Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater's Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

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## TECHNICAL SPECIFICATIONS

### 1. **Scope of Work:**

The City of Stillwater seeks pricing for employee uniforms that will be purchased directly from the vendors responding to this invitation for bids. Uniform purchases will be for approximately 200 front-line employees in labor intensive jobs and will not include police and fire.


**ALL** vendors responding to any portion of this invitation to bid will be eligible to participate in the City's program. Each vendor will choose which item(s) they can supply as listed in the bid documents, along with color, sizing, and price. The intent of the City is to provide employees with a range of options in clothing and vendors, as well as fixed firm prices for the duration of the fiscal year (July 1, 2019 – June 30, 2020).

Vendors responding to this bid may or may not receive orders from the City and there is no minimum purchase guaranteed by the City.

### 2. **Minimum Specifications:**

#### General:

- a. Products supplied shall be new and current. Factory reconditioned, refurbished, second hand or used shall not be acceptable.
- b. Vendors shall provide a written product description and picture with the bid response for each item they are proposing to offer. Description shall include details such as materials, brand name, any special fabric treatments, features such as pockets, fasteners, fade or shrink resistance, available sizes and colors, etc.
- c. Items may be tested by the City for compliance with specifications. In all cases when material fails to meet specifications the items will be returned to the vendor. The City will not pay for items that do not meet specifications.
- d. Vendors shall provide a copy of their return policy with the bid response.
- e. Prior to delivery, garments as indicated on the bid form shall be properly labeled with the City's logo. Emblems shall be embroidered on each garment except for fire resistant garments, FR garments shall have a FR rated patch attached by FR rated thread or 100% cotton patch installed with material meeting FR requirements. Vendors will be provided with the City logo in an appropriate format.


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f. The vendor shall provide delivery of orders within 10 days of order placement. Delivery shall be made to the location provided by the City supervisor placing the order. Deliveries will typically be made to the following locations, all in or near Stillwater:

Electric Distribution 411 E. 3rd Ave.	Waste Management 3015 N Airport Industrial Access Rd.
Fleet Maintenance 505 E. 3rd Ave.	Customer Service 723 S. Lewis St.
Stillwater Energy Center 2000 E Airport Rd.	Service Center 707 E. 8th Ave.

Uniform Specifications:

- a. Fire resistant garments shall meet or exceed the following:
  - All fire resistant garments shall comply with NFPA 2112 Standard on Flame-Resistant Garments for Protection of Industrial Personnel Against Flash Fire, 2018 Edition.
  - HRC level 2 rating
  - Minimum arc rating of 8.0 ATPV calories/cm<sup>2</sup> for all shirts and winter clothing
  - Minimum arc rating of 18.0 ATPV calories/cm<sup>2</sup> for all jeans
  - Minimum arc rating of 12.2 ATPV calories/cm<sup>2</sup> for all work pants
  - All fabric shall be flame resistant
  - Finish shall be ammonia cure
  - All quilted linings shall be flame resistant
  - All buttons and closures shall be flame resistant
  - All zippers shall be flame resistant with inside and outside protective flaps
  
- b. High visibility options shall meet or exceed the following:
  - Shall be UPF 35 or greater
  - Shall Comply with ANSI 107-2004 and ANSI 107-2010 Class 2
  - High visibility yellow
  - 360 degree visibility with 2” reflective tape front and back and horizontal waste reflective tape

	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>16 of 17</b>
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**EXHIBIT A**  
**BID FORM INCLUDING DELIVERY AND PRICING**

**1. DELIVERY.**

If your Bid is accepted and a contract is executed orders shall be delivered within 10 days of the order being placed.

Failure to do so may result in the City of Stillwater cancelling the Purchase Order.


**2. PRICING.**

The City of Stillwater does not guarantee any specific quantity or number of purchases that will be made during the Agreement. If the Seller(s) prices cannot stay competitive with the outside market, the City of Stillwater reserves the right to purchase from outside sources or low bidder(s). **There is no guarantee of purchases under this agreement.**

**ALL PRICES SUBMITTED MUST BE FIRM PRICES FOR THE FISCAL YEAR TIME PERIOD JULY 1, 2019 through JUNE 30, 2020.**

Item	Non-Fire Resistant	Fire Resistant	City Logo Required	Vendor Indicate Available Color(s) (where applicable)				Vendor's Price for this Item
				Royal Blue	Navy Blue	Light Gray	Duck Brown	
Long Sleeve T-Shirt	X		X					
Long Sleeve T-Shirt		X	X					
Short Sleeve T-Shirt	X		X					
Long Sleeve Button Up Shirt	X		X					
High Visibility Long Sleeve Button Up Shirt	X		X					
Long Sleeve Button Up Shirt		X	X					
High Visibility Long Sleeve Button Up Shirt		X	X					
Short Sleeve Button Up Shirt	X		X					
High Visibility Short Sleeve Button Up Shirt	X		X					
Short Sleeve Polo-Style Shirt	X		X					



	<b>INVITATION FOR BID</b> Bid # 07-18/19 Employee Uniforms Issued: May 12, 2019	<b>City of Stillwater,</b> Oklahoma  <b>17 of 17</b>
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Item	Non-Fire Resistant	Fire Resistant	City Logo Required	Vendor Indicate Available Color(s) (where applicable)				Vendor's Price for this Item
				Royal Blue	Navy Blue	Light Gray	Duck Brown	
Long Sleeve Henley Style Shirt	X		X					
Long Sleeve Henley Style Shirt		X	X					
Baseball Hat Summer Style			X					
Baseball Hat Winter Style			X					
Sun Hat			X					
Stocking Cap								

Percentage up-charge for big and tall items (if no additional charge, so indicate) \_\_\_\_\_

Size(s) at which up-charge is applied: \_\_\_\_\_

**Attach written product description and picture for each item proposed above. Vendors may propose more than one option for each item. If proposing multiple options, vendors shall submit a price list along with the options proposed.**

Bidder's Company Name: \_\_\_\_\_

**Authorized Signature Here ▶** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**