



**PHENIX CITY**

*Alabama*

**FINANCE DEPARTMENT**

601 12th Street | Phenix City, AL 36867 | Ph: 334-448-2730 | Fx: 334-448-2731 | phenixcityal.us

**DR. R. GRIFF GORDY**  
Councilmember At Large

**STEVE BAILEY**  
Councilmember District 1

**EDDIE N. LOWE**  
Mayor

**VICKEY CARTER JOHNSON**  
Councilmember District 2

**ARTHUR L. DAY, JR.**  
Mayor Pro Tem / District 3

WALLACE B. HUNTER, City Manager  
MELONY LEE, City Clerk  
LABRITA KING COPELAND, Finance Director

To Whom It May Concern:

Notice is hereby given that the City of Phenix City, Alabama will receive sealed bids for **"F19-02: Uniform Bid"** until **Monday, March 25, 2019 at 9:30 AM EST** in the Finance Department of the City of Phenix City, 601 12<sup>th</sup> Street, 2<sup>nd</sup> Floor, Phenix City, AL 36867. The official bid opening will be on **Monday, March 25, 2019 at 10:00 AM EST** in the City Council Chambers at City Hall, 1111 Broad Street, Phenix City, AL 36867. The following specifications shall apply:

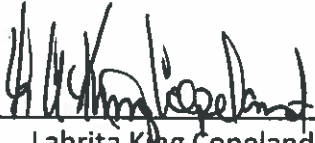
1. All bids must be submitted on the attached Uniform Bid Submittal Form and in compliance with each specification indicated. Bids must be sealed in an envelope with the words **"F19-02: Uniform Bid"** clearly marked on the outside of the envelope. Bids should be mailed or hand-delivered to the City of Phenix City, Finance Department – 2<sup>nd</sup> Floor, Attn: Purchasing Agent, 601 12<sup>th</sup> Street, Phenix City, AL 36867. Bids received after the close of bid will not be considered.
2. The award will be to the lowest responsible bidder meeting specifications. The City of Phenix City reserves the right to reject any or all bids. Quality, conformity to specifications, past service, and experience of bidders will be considered.
3. The **"F19-02: Uniform Bid"** is divided into eleven (11) separate sections. Bidders are encouraged to bid on all or separate sections.
4. Bidders can submit multiple bids for all or one sections with different brand and/or manufacturer name. These bids must be separate bids with brand and/or manufacturer's product name and catalog number.
5. Bidders must attend the Pre-Bid Uniform Meeting displaying the same merchandise that is being bid.
6. A bid bond or bank certified check in the amount of **\$1,000.00** will be required. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a bank certified check. Failure to furnish a bid bond or bank certified check will cause the bid to be rejected. All bid bonds or bank certified checks



will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award.

7. The terms of this contract period shall be for one (1) year, with the option to renew for two (2) additional twelve-month periods, if agreeable to both parties.
8. Prices quoted on the bid form must include all cost of hems, waist, and seat adjustments for new uniforms.
9. All bidders must include charges for plus sized (oversized) uniforms as indicated.
10. Any exceptions and/or substitutions of the specifications and/or items should be listed in a detailed description on a separate sheet attached to the bid.
11. Bids must be submitted on this form, printed in ink or typed, signed in ink, and notarized.
12. No errors shall be corrected after the bids are opened. In the event of a discrepancy, unit prices shall govern.

Any questions concerning the specifications should be directed to the Purchasing Agent, Brittany Jordan, at (334) 448-2735 or by email at [bjordan@phenixcityal.us](mailto:bjordan@phenixcityal.us).

Signed: , this 28 day of January, 2019.  
Labrita King Copeland  
Finance Director



**GENERAL PROVISIONS**

**THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.** The provisions of the Purchasing Ordinance for the City of Phenix City, Alabama as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of this ordinance is on file in the Purchasing Division.

1. **TERM "CITY."** The term "City" as used throughout these documents will mean the City of Phenix City, Alabama.
2. **PREPARATION OF FORM.** Bid proposals shall be submitted on the forms provided by the City. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, and initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms in ink will render bid incomplete.
3. **EXECUTION OF THE BID PROPOSAL.** Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, etc.
4. **BID SUBMISSION.** Faxed bid submissions will not be accepted as a response to the Invitation of Bids. Bids must be submitted in a sealed envelope or package. The exterior of the envelope or package must reference the bidder's name and address, the bid number, bid title, and must indicate the contents represent a "bid" or "no bid" submission. Failure to properly identify the bid submission may result in rejection of the bid.

**Mail or hand deliver bid to:**

City of Phenix City  
Finance, 2<sup>nd</sup> Floor – Purchasing Agent  
601 12<sup>th</sup> Street  
Phenix City, Alabama 36867



5. **BID DUE DATE.** The bid submission must arrive in the Finance Department thirty (30) minutes prior to the bid opening. Bids will remain sealed and secured until the stated due date and time for the bid opening.
6. **BID OPENING.** The Purchasing Agent or appointee will open bids. The bid amount and other pertinent information as determined by the Purchasing Agent or appointee will be read and recorded. The bids as recorded at the bid opening represent draft tabulation and may include incorrect price extensions or transcription errors, and are subject to change if conflicting information is discovered during analysis of the bid responses. A bid tabulation will be made available to bidders after extensions have been checked and all other specification compliance has been determined.
7. **LATE BIDS.** It is the responsibility of the bidder to ensure bids are submitted by the specified date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. The City will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.
8. **RECEIPT OF TIE BIDS.** In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be as follows:
  - a. Award to the local bidder, if one of the bidders has its principal place of business in Phenix City, Alabama.
  - b. If all or none of the bidders has its principal place of business in Phenix City, Alabama, the City reserves the right to select the bidder that, in its sole discretion, is the best bidder for the City's well-being.
  - c. If neither bidder received the award previously, and neither of the tied bidders has its principal place of business in Phenix City, Alabama, then the bid award may divide between the two bidders.
  - d. If it is not feasible to divide the award, and if all or none of the tied bidders has its principal place of business in Phenix City, Alabama, and neither was awarded the bid previously, the City reserves the right to select the bidder that, in its sole discretion, is the best bidder for the City.



9. **RECEIPT OF MULTIPLE BIDS.** As stated in the bid specifications, the City will accept one or multiple bids per vendor per section. Bidders can submit multiple bids for all or one section with different brand and/or manufacturers. These bids must be separate bids and provide the name of the brand and/or manufacturer product name.
10. **CONDITION AND PACKAGING.** Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
11. **FREIGHT, SHIPPING, AND HANDLING CHARGES.** All freight, shipping, and handling charges shall be included in the bid price. The City will pay no additional charges.
12. **CORRECTION OR WITHDRAWAL OF BID/CANCELLATION OF AWARDS.** Corrections or withdrawals of inadvertently erroneous bids before or after bid opening, or cancellation of awards of contracts based on such bid mistakes may be permitted where appropriate. Mistakes discovered before bid opening may be modified or bid withdrawn by written notice received in the office of the Purchasing Agent prior to the time of the bid opening. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident, or if the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit corrections or withdrawals of bids or to cancel awards or contracts based on bid mistakes will be supported by the written determination of the Purchasing Agent.
13. **ADDENDA AND INTERPRETATIONS.** If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. The City is not bound by any oral representations, clarifications, or changes made to the written specifications by City employees, unless such clarification or change is provided to the bidders in written addendum form from the Purchasing Agent. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The bidder may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. It is the bidder's responsibility to contact the City for copies of





addenda, if bid documents are received for any source other than the City. *It is the bidder's responsibility to ensure that they have received all addenda.*

14. **BID EVALUATION AND AWARD.** During the evaluation of bids, the City reserves the right to request clarification of bid responses and to request the submission of references, if deemed necessary, for a complete evaluation of bid responses. Award will be made to the responsive and responsible bidder whose bid is the most economical according to criteria designated in the solicitation. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors; prices, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payment, compatibility as required, other cost, and other objective and accountable factors, if any (which are further described in the specifications). The City shall be the judge of the factors and will make the award in the best interest of the City.
15. **TIME FOR CONSIDERATION.** Bids must remain in effect for at least sixty (60) days after date of bid opening to allow for evaluation.
16. **BID SECURITY AND PERFORMANCE BOND.** Bid security (Bid Bond) shall be required for all competitive sealed bids for contracts when the price is estimated by the Purchasing Agent to exceed \$10,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or in the form of a certified check. Such bonds may also be required on contracts under \$10,000 or other procurement contracts when circumstances warrant. Bid security shall be in the amount of \$1,000.00. The City will accept a copy of a bid bond at the bid opening. However, if a copy of a bid bond is submitted, the bidder must submit to the Purchasing Agent the identical original document within five (5) days after the bid opening. **If the original document is not received within five (5) days, the bid will not be considered.**
17. **SUBCONTRACTING.** Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of subcontractor(s) must be provided in bid proposal (use additional sheet if necessary). Should any of the provided information change at any time, the bidders must submit evidence of such, along with updated information, in writing within ten (10) business days. The bidder shall be responsible for subcontractors'



full compliance with the requirements of the bid specifications. **THE CITY OF PHENIX CITY WILL NOT BE RESPONSIBLE FOR PAYMENTS TO THE SUBCONTRACTORS.**

**18. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS.** Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- a. Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- b. Any irregularities contrary to the General Provisions or bid specifications.
- c. Unbalanced unit price or extensions.
- d. Unbalanced value of items.
- e. Failure to use the proper forms furnished by the City of Phenix City, Alabama.
- f. Failure to complete the proposal properly.
- g. Omission of warranty, product literature, samples, acknowledgement of addenda or other items required to be included with bid proposal.
- h. Failure to properly sign forms in ink.

The City reserves the right to waive any minor informality or irregularity.

The City reserves the right to reject any and all bids.

**19. BRAND NAMES "OR EQUAL."** Whenever in this invitation any particular material, process, and/or equipment are indicated or specified by patent, propriety, or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired by the City. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers' names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services, or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with the City. Upon award of the bid, bidders will be required to use the exact materials, brands, and manufacturers as presented in the pre-bid meeting and provided in the approved bid documents for any and all sizing and sales. Any variations must be immediately submitted to the Purchasing Agent in writing with an explanation describing the need for variation. Please note: due to existing equipment, specific manufacturers may be required to facilitate compatibility.



- 20. ASSIGNMENT OF CONTRACTUAL RIGHTS.** It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent of the City and any sureties.
- 21. DISCOUNTS.** Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable materials or services, or the date of receipt of the invoice, whichever is later.
- 22. TAXES.** The City is exempt from State Retail Tax and Federal Excise Tax. The bid prices must be net, exclusive of taxes. The City's Federal ID No. is 63-6001343.
- 23. FEDERAL, STATE, AND LOCAL LAWS.** All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Phenix City, Alabama.
- 24. BID INCLUSIONS.** When bid inclusions are required, such as warranty information, product literature/specifications, references, etc., the inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously do not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.
- 25. NON-COLLUSION.** By signing and submitting this bid, bidder declares that its agents, officers, or employees have not directly or indirectly entered into any agreements, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event any bidder is found guilty of collusion, the company and agents will be removed from the City's bid list for one full year and any current orders will be cancelled.
- 26. INDEMNITY.** The successful bidder agrees, by entering into this contract, to defend, indemnify, and hold the City harmless from any and all causes of action or claims of damages arising out of or under this contract.





- 27. DISADVANTAGED BUSINESS ENTERPRISE.** Disadvantaged Business Enterprises (minority or woman-owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award. It is the policy of the City that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of City contracts to the extent practical and consistent with the efficient performance of the contract.
- 28. AFFIRMATIVE ACTION PROGRAM – NON-DISCRIMINATION CLAUSE.** The City has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 29. AWARDS TO LOCAL BUSINESSES.** Awards may be made to responsive and responsible local businesses proposing a cost not more than three percent (3%) above the low bid or quote for contracts. **(STATE OR FEDERALLY FUNDED PROJECTS EXCLUDED).**
- 30. RIGHT TO PROTEST.** A protest with respect to an invitation for bids or Requests for Proposals shall be submitted in writing no less than five (5) days prior to opening bids or the closing date of proposals to the Purchasing Agent. If the matter is not resolved, an appeal may be filed with the City Manager or City Council.
- 31. FAILURE TO QUOTE.** Vendors choosing not to submit a bid must return a Statement of “No Bid” and request to be retained or removed from the bid list. Failure to respond to three bid invitations will result in the firm’s removal from the City’s bid list for that particular commodity.
- 32. PRODUCT/EQUIPMENT DEMONSTRATION – SITE VISIT.** During the evaluation of bids, the City reserves the right to request demonstration or site visit of the product, equipment, or service offered by the bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.



**33. CANCELLATION PROVISIONS.** When such action is in the best financial interest of the City, contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be cancelled and re-advertised at the discretion of the Purchasing Agent and in accordance with contract terms. After the receipt of a product or piece of equipment, if it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful bidder will be notified of the non-performance in writing. After notification, the successful bidder will have ten (10) calendar days from the date of notification to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within ten (10) calendar days from the notification date, the City will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

**34. QUESTIONS.** Questions concerning specification must be submitted, in writing, at least five (5) business days prior to the bid opening. Questions received less than five (5) business days prior to bid opening will not be considered.

**35. SAMPLES.** When samples are required to be included with the proposal response, the bidder will be responsible for the following:

- a. Unless otherwise specified, bidders are required to submit exact samples of item(s) to be bid. Do not submit samples of "like" item(s).
- b. Affix an identification label to each individual sample to include bidder's name, bid name, and number.
- c. Make arrangements for the return of sample after bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for the return of sample within 60 days after award, the sample will be discarded.
- d. For anything required to be monogrammed, submit a sew-out sample of the emblem or test to be sewn.

**36. GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of Alabama, both as to interpretations and performance.



**GENERAL CONDITIONS  
UNIFORMS FOR DEPARTMENTS**

**1. SCOPE**

These specifications describe minimum requirements for the purchase of uniforms for departments. The quantities provided are based on an estimated usage. The City may order all, some, and more or none of the items as described herein. This bid has eleven (11) separate sections. Bidders are encouraged to bid on all or separate section(s). The City will not guarantee the number of purchased uniforms. These purchases will be throughout a period of one (1) year. The City reserves the right to add additional related items during the term of the contract.

**2. TERM OF CONTRACT**

The term of this contract period shall be for one (1) year, with the option to renew for two (2) additional twelve-month periods, if agreeable to both parties. The cancellation will be in writing thirty days prior to the annual renewal of the contract. Notice of intent to renew will be given to the contractor in writing by the City's Purchasing Agent, normally sixty days before the expiration date of the current contract. This notice shall not be deemed to commit the City to a contract renewal. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and programs approval have been granted by the Council of the City of Phenix City, Alabama. In the event that the necessary funding is not approved, the affected multi-year contract becomes null and void, effective October 1<sup>st</sup> of the fiscal year for which such approval has been denied.

**a. TERMINATION FOR CONVENIENCE**

For the protection of both parties, either party giving thirty (30) days prior notice in writing to the other party may cancel this contract.

**3. PRICE ADJUSTMENT**

The contract unit price shall remain firm for the initial one (1) year of the contract term. After the initial one year period of the contract, consideration for the price adjustments will be based on the U.S. Department of Labor Consumer Price Index and All Urban Consumers (CPI). It is the responsibility of the vendor to submit the price adjustment request in writing to the Purchasing Agent sixty (60) days in advance of expiration date for each contract year. If agreeable to both the vendor and the City, the contract unit price changes as a result of



this formula shall automatically become effective on the upcoming anniversary of the contract and shall be binding for the subsequent contract year.

**4. BRAND NAMES**

It is not the intent of the City to restrict competition in any purchasing process. However, due to the dress uniforms already worn by the public safety departments, it is requested that bid proposals be submitted in accordance with the specifications provided. Any proposal that is equivalent or surpasses stated specifications will be considered.

Determination of equivalency shall rest solely with the City. The City reserves the right to reject any and/or all bid proposals submitted. Upon awarding of the bids, bidders will be required to use the exact materials, brands, and/or manufacturers presented in the pre-bid meeting and listed in the bid document for any and all sizing and sales. Any variations must be immediately submitted to the Purchasing Agent in writing with a detailed explanation of why a substitution was made. Any substitutions must be approved by the Purchasing Agent.

**5. MULTIPLE BIDS FOR ONE BIDDER**

Bidder cannot submit more than one (1) bid with the same brand and/or manufacturer's product per bid section. However, bidder can submit multiple bids for all or one section with different brand and/or manufacturers. These bids must be separate bids and provide the name of the brand and/or manufacturer product name and catalog numbers. The bidder must provide a sample from each manufacturer at the pre-bid meeting. A Pre-Bid Meeting Sample Form will be needed for each manufacturer.

**6. VENDOR INFORMATION**

Communication concerning any bid or proposal currently advertised must take place in written form and addressed to the Purchasing Agent. All questions must be submitted by email or in writing.

**7. ADDENDA AND EXPLANATIONS**

Bidders shall include acknowledgment of receipt of addenda (if any) in their sealed bid. The bidder may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). It is the bidder's responsibility to ensure that they have received all addenda. It is also the bidder's responsibility to check the City's website ([www.phenixcityal.us](http://www.phenixcityal.us)) for copies of addenda if bid document is downloaded from the City's website. Explanations desired by a perspective bidder shall be requested of the City in





writing, and if explanations are necessary, a reply shall be made in the form of an Addendum, a copy of which will be forwarded to each bidder. Every request for such explanation shall be in writing and addressed to the Purchasing Agent. Any verbal statements regarding same by any person shall be unofficial and not binding on any party.

**8. INDEMNITY CLAUSE**

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of work called for by the Contract Documents.

**9. INSURANCE REQUIREMENTS**

Bidders shall be required, at their own expense, to furnish to the City evidence showing insurance coverage to be in force throughout the term of the contract. The successful bidder shall provide to the Purchasing Agent its Certificate of Insurance within ten (10) days of notification of the bid's award.

**10. ALABAMA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY**

In accordance with the Alabama Security and Immigration Compliance Act, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register with E-Verify.

**11. VENDOR REQUIREMENTS**

The successful bidder(s) shall have a business located within a twenty-five (25) mile radius of Phenix City to accommodate walk-ins or must provide adequate means of alternative next-day measurement of personnel at personnel's home office location, along with a detailed explanation of such means and must acquire a City of Phenix City business license by the time of the bid opening. Successful bidder(s) shall provide personnel on site, at required location, to measure employees for uniforms after notification from the City that service is needed. Successful bidder will be required to accommodate walk-ins to measure personnel on site on an as-needed basis. Successful bidder(s) shall provide standard



alterations to ensure professional appearance and fit. Successful bidder(s) will provide items within the turnaround time indicated in the bid.

## 12. FITTING & ALTERATIONS OF UNIFORMS

All personnel shall be fitted with care to ensure proper sizing and first class appearance. Bidder is to include tailoring in its quoted prices, including the cost of hemming of pants and the altering of coveralls to provide a professional look. As a part of this quotation, the vendor is required to sew emblems and/or U.S. Flags on shirts, jackets, and coveralls as indicated in the individual specifications by the Departments. A maximum of seven (7) emblems per item may be required to be sewn at no additional charge. Alterations shall include, but are not limited to, the following:

- \* Shirts tapered
- \* Pant legs tapered
- \* BDU Alterations – sleeves cut to short sleeves
- \* Bottom pockets removed
- \* Long sleeves cut to short sleeves
- \* Pants hemmed or re-hemmed on reissued uniforms
- \* Cloth rank for Chief and Assistant Chief sewn on white shirts

## 13. SAMPLES

Bidders will be required to attend a Pre-Bid Meeting and present all samples of items that bidders will furnish in the performance of work specified under this contract. Samples must be furnished free of expenses and, upon request, be returned at the bidder's expense. If a sample is requested by the City to be inspected after the Pre-Bid Meeting, bidder will be responsible for the expense of the return. Request for return of samples must be accompanied with a UPS pickup slip, postage, or other acceptable mode of return. If bidder does not make arrangements for the return of samples within sixty (60) days after the bid opening, the samples will be discarded. Bidders will be required to provide the City with a list of manufacturer's product name, catalog number, and description of samples presented. This form will be included in the Pre-Bid Meeting package. A sample of the City logo emblem, City screen print, or a digital proof must be presented at the Pre-Bid Meeting.

## 14. PRICING

Prices quoted on the bid form must include all cost for hems, waist, and seat adjustments



for new uniforms. Cost to sew on emblems, chevrons, service bars, flags, etc., must be quoted separately along with any additional set-up fees or small order fees that would be encountered during this contract. All bidders must include charges for oversized uniforms as indicated. Cost must be broken down by size (ex: large, x-large, 2x-large, 3x-large, up to 6x-large).

**15. AWARD**

The City may award the contract to one (1) bidder or make an award by sections to multiple bidders, whichever is in the best interest of the City. The City reserves the right to reject any and all bids.

**16. ORDERING/INVOICE/DELIVERY CHARGES**

After contract award, orders will be placed on an "as-needed basis" by purchase orders only. The Finance Department, Accounting Division will not be responsible for payment of invoices received without a purchase order number listed on the invoice. It is the Contractor's responsibility to notify the City at the time the purchase order is received if delivery will be delayed. Inability to make timely delivery will give the City the right to purchase from other vendors. All items should be delivered no later than what is submitted by bidders on the Pre-Bid Meeting Form. Invoices shall reference the bid number and/or Purchase Order number, be fully itemized by type and number of units provided, and be forwarded to City of Phenix City, Finance Department – 2<sup>nd</sup> Floor, 601 12<sup>th</sup> Street, Phenix City, Alabama 36867. All delivery, shipping, and/or freight charges must be included in the unit price. The City of Phenix City will not pay any additional delivery, shipping, or freight charges.

**17. EMERGENCY PURCHASES**

The City reserves the right to make emergency purchases from other sources, should the contractor be unable to furnish the required item/service within the required time frame.

**18. TERMINATION OF CONTRACT**

**a. DEFAULT**

If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Purchasing



Agent may notify the contractor in writing of the delay or non-performance. If not cured within ten (10) days or any longer time specified in writing by the Purchasing Agent, such Agent may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Purchasing Agent may procure similar supplies or services from other sources in a manner and upon terms deemed appropriate by the Purchasing Agent. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

**b. COMPENSATION**

Payment for completed supplies delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the contractor such sums as the Purchasing Agent deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

**c. EXCUSE FOR NON-PERFORMANCE OR DELAYED PERFORMANCE**

Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms if the contractor has notified the Purchasing Agent within five (5) business days after the cause of the delay and failure arises out of causes such as: acts of God, acts of public enemy, acts of the City and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes or other labor disputes, freight embargoes, or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Purchasing Agent shall ascertain the facts and extent of such failure, and, if such Agent determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.