DOUGLAS COUNTY GOVERNMENT

Finance Department ~ Purchasing Division 100 Third Street, Suite 130 Castle Rock, Colorado 80104 Telephone: 303-663-6161

www.douglas.co.us

INVITATION FOR BID (IFB) NO. 036-25 SCREEN-PRINTED & EMBROIDERED CLOTHING and SUPPLEMENTAL UNIFORM ITEMS

YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN DECEMBER 02, 2025 @ 3:00PM

BIDDER'S CERTIFICATION

Bids shall be received <u>ELECTRONICALLY ONLY</u> through the Rocky Mountain E-Purchasing/BidNet System website at (<u>www.bidnetdirect.com/colorado/douglas-county-government</u>). All bid responses should consist of one (1) PDF document, without password protection. It is the sole responsibility of the bidder to ensure that their bid response is received on time. Bids will not be considered which are received after the time stated.

Douglas County distributes solicitation documents through the Rocky Mountain E-Purchasing/BidNet System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet System questions must be addressed with BidNet Vendor Support at 800-835-4603.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in the said bid and furthermore, to award an agreement/contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, the County reserves the right to negotiate optional items and/or services with the successful bidder.

OVERVIEW:

Through this Invitation for Bid (IFB), the Purchasing Division of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible and highly-qualified companies for the provision of the purchase of clothing and uniform apparel, as specified. For calendar year 2024, the County made approximately \$105,670.88 in clothing-related purchases from our current vendor.

The initial agreement/contract, issued as a result of this IFB, will be for a period of one (1) year, beginning January 1, 2026 to and including December 31, 2026. All pricing shall be firm and fixed for the initial agreement/contract period. The County shall have the option to renew the award for two (2) additional periods of one (1) year each, with the same terms and conditions. This agreement/contract and any extension to the original period of a subject agreement/contract shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the products and services received during the preceding agreement/contract period.

BID CONDITIONS AND PROVISIONS:

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final agreement/contract.

All bids must be signed by a duly-authorized official of the company. The completed and signed bidder certification page (together with all required attachments) must be uploaded to the Rocky Mountain E-Purchasing/BidNet System before the due date and time shown on page one (1).

All participating bidders, by their signature on the certification page, shall agree to comply with all terms, conditions, specifications, and stipulations of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response.

All bidders are required to complete all of the information requested in this IFB. Failure to do so may result in the disqualification of your bid response. When omitting a bid on an item, please insert the words "NO BID".

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension price, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Bid pricing shall be fixed and subject to acceptance or rejection within ninety (90) days of the bid due date.

The successful bidder will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the laws of the State of Colorado for the duration of any agreement/contract issued as a result of this IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not, in any way, affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Colorado Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of their response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing/BidNet System with your original/complete response.

The successful bidder may be required, as a provision of this IFB, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The successful bidder shall be in complete compliance with all terms, conditions, specifications, and stipulations

of this IFB as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid shall be accepted from, and no agreement/contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or agreement/contract term or condition as may be provided for or required in any County agreement/contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

All bidders agree to abide by all of the laws, regulations, and administrative rulings of the United States, the State of Colorado, and the County of Douglas, securing all necessary licenses/permits in connection with this IFB.

All materials furnished or services performed under the terms of this agreement/contract issued as a result of this IFB shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable federal, state, and local codes.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's documents will be used in the finalization of any contract issued as a result of this IFB. Bidders are responsible for reviewing such documents prior to submitting their bid response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the purchase of goods and/or the performance of the services listed herein.

ETHICAL STANDARDS:

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement/contract or subcontract, or to any solicitation or IFB, therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an agreement/contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bid response shall be disqualified and shall not be reinstated.

ETHICSPOINT/NAVEX GLOBAL:

Douglas County is committed to an environment where open, honest communication is the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of your bid response, the bidder certifies that:

- 1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
- 2) The contents of the bid have not been communicated by the bidder; nor, to the best of their knowledge and belief, by any of their employees or agents, to any person not an employee or agent of the bidder or the surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.
- 3) No bidder shall submit more than one (1) bid for this purchase.

NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of the work under an agreement/contract issued as a result of this IFB, the successful bidder must agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The successful bidder must further agree to insert the foregoing provision into all subcontracts.

INDEMNIFICATION:

The County cannot and by this agreement/contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the company or any other person or entity whatsoever, for any purpose whatsoever. The company shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this agreement/contract; provided, however, that the company need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

INDEPENDENT CONTRACTOR:

The company is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement/contract, all personnel assigned by the company to perform work under this agreement/contract shall be, and remain at all times, employees of the company for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the company and/or its designated agents. The company acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the company or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The company shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:

The successful bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or agreement/contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

CANCELLATION:

The County reserves the right to cancel the whole or any part of an agreement/contract issued as a result of this IFB due to the failure of the successful bidder to carry out any term, promise or condition of the agreement/contract. The County will issue a written notice of default to the successful bidder for failing to act in compliance with the terms and conditions of such an agreement/contract.

EXAMINATION OF RECORDS:

The successful bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement/contract issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers, and records of the bidder involving transactions of such agreement/contract.

TAXES:

All pricing shall reflect all applicable tax exemptions for Douglas County:

1) Federal Registration Number: 84-6000761

2) State Registration Number: 98-04428

COOPERATIVE PURCHASING:

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Vendors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The vendor must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

QUESTIONS/INQUIRIES/ADDENDUMS:

All questions related to this IFB must be submitted <u>ELECTRONICALLY ONLY</u> through the Rocky Mountain E-Purchasing/BidNet System website at (<u>www.bidnetdirect.com/colorado/douglas-county-government</u>). Please enter only one (1) question per line.

Questions will be received until 3:00pm MST on November 14, 2025. Responses to all questions will be posted on the Rocky Mountain E-Purchasing/BidNet System no-later-than November 21, 2025.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the potential bidder to ensure that they have received all addendums prior to submitting their IFB response.

INVITATION FOR BID (IFB) #036-25 SCREEN-PRINTED & EMBROIDERED CLOTHING and SUPPLEMENTAL UNIFORM ITEMS INSTRUCTIONS TO BIDDERS

GENERAL REQUIREMENTS:

- 1) Douglas County Government respectfully requests bids from responsible, qualified companies for the provision of the purchase of clothing/uniform apparel, as specified, for Douglas County employees. The clothing/uniform apparel will be purchased on an as-needed basis. For calendar year 2024, the County made clothing-related purchases from our current vendor of approximately \$105,670.88.
- 2) On occasion, logo/promotional type items will also be requested. Please provide information and a catalog related to these types of items/purchases.
- 3) The County's intent is to award to only one (1) company for the provision of the purchase of apparel/sportswear; however, the results of this IFB do not obligate the County in any manner. The bid schedule is attached and incorporated herein as Exhibit "A"; bid comparisons will be made from that schedule. Reference checks and past experience will also be considered in the evaluation process.
- 4) All bidders shall include, with their bid response, a current color catalog. Product descriptions and color pictures of ALL items bid must be included with your bid response.
- 5) Upon award, the successful bidder will be required to provide ten (10) current color catalogs.
- 6) All bidders shall be reminded that ALL apparel/sportswear items shall be of a high quality.
- 7) Companies shall provide order confirmations to the County reflecting the item, embroidery/screen-printing option, quantity, unit price, extended price, and ship to address. Upon request, the vendor will provide a proof of the design as well.
- 8) The contract placed with the successful bidder, as a result of this IFB, shall be a Blanket Purchase Agreement. The Blanket Purchase Agreement authorizes, but does not obligate, the County to order any minimum or maximum dollar amount or quantity of apparel. On occasion, the County will solicit quotes, outside of this bid award, for large/special events (i.e., County Fair, etc.).
- 9) All bidders shall be aware that a cancellation clause will be a part of the contract placed with the successful bidder. In the event that the County determines a lack of quality in the product or service, the County shall have the option to terminate the contract without prior notice.

INVOICING:

All invoices must include the following information:

- 1) Company name, complete address including remit address, and telephone number
- 2) County department/division, County contact, and complete address
- 3) Apparel, listed individually, with unit and extended price
- 4) Screen-printing/Embroidery cost, listed individually, with unit and extended price

PRICE, PAYMENT, AND DELIVERY:

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.
- 3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.
- 4) All deliveries (large orders or single items) will be "F.O.B. ~ Destination".
- 5) The successful bidder will individually package all apparel orders and label them with the employee's name and department.

SPECIFIC REQUIREMENTS:

- 1) Bidders shall furnish pricing for the apparel described in Exhibit "A". All prices shall be per individual item.
- 2) Bidders must explain, in detail, their company return/exchange policy for defective merchandise.
- 3) Bidders will furnish detailed information in regards to an internet/on-line ordering process. Explain the ability of your company to provide an online catalog with specific items earmarked as the awarded bid items.
- 4) All bidders shall furnish a list of three (3) current references to include name, title, address, telephone number and email address for which they are currently furnishing or have in the past furnished products and/or services on a same or similar contract or agreement. The inability to contact references will be cause for rejection of your bid response.

SPORTSWEAR LOGO ~ SCREENPRINTING AND EMBROIDERY:

- 1) The logo representing Douglas County Government is attached and incorporated herein as Exhibit "B". The County has two color options for the logo. The first is designed with two (2) colors. The colors are Pantone 505 Brown and Pantone 357 Green. The second option is to have the logo color be all white. Most logos will have an additional line under the Douglas County text line; this line will signify the specific department/division.
- 2) Respondents may be asked to provide a sample of your companies screen-printing and embroidery work. These samples do not have to be made with the Douglas County Logo.

EXHIBITS:

- 1) Exhibit "A" ~ Bid Schedule (to be completed and returned with your bid response)
- 2) Exhibit "B" ~ Douglas County Logo Sample (for information only)