

CITY OF SALEM, OREGON
CONTRACTS & PROCUREMENT DIVISION
FOR THE
SALEM FIRE DEPARTMENT



FIRE AND EMS UNIFORMS

BID NO. 267070
CLOSING: JULY 22, 2026
Time: 11:00 AM (LOCAL TIME)

**CITY OF SALEM, OREGON
CONTRACTS & PROCUREMENT DIVISION**

INVITATION TO BID

FIRE AND EMS UNIFORMS

The Contracts and Procurement Manager of the City of Salem will receive **bids electronically thru Equity Hub's Bid Locker, until, but not after 11:00 a.m., (Local Time) JULY 22, 2026**, at which time said bids will be publicly opened and read virtually using Microsoft Teams. The Microsoft Teams call-in information will be posted on OregonBuys at least 3 days prior to bid opening date and time.

*****NOTICE*****

Bidders may obtain these bid documents by registering on the OregonBuys website and downloading them. Bidders shall consult the OregonBuys system regularly until closing date and time to avoid missing any notices. To register on OregonBuys go to <https://oregonbuys.gov>. The City shall advertise all Addenda on OregonBuys. Prospective bidders are solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. Bid documents will not be mailed to prospective Bidders.

Bids must be submitted on the bid forms furnished by the City. **Completed bids must arrive electronically via Equity Hub's Bid Locker at <https://bidlocker.us/a/salem> or [BidLocker](#).** The City will **not** accept bids submitted in any other manner.

NO LATE BIDS WILL BE ACCEPTED. Your bid must be uploaded prior to the Closing Date and Time. The City strongly recommends that you give yourself sufficient time and at least ONE (1) day before the closing date and time to begin the uploading process and to finalize your submission. The City accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure, or any other similar cause. Each bid is instantly sealed and will only be visible to the City after the closing date and time. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed. Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help with Equity Hub's Bid Locker? Please contact Equity Hub at help@equityhub.us or (267) 225-1407 for technical questions related to your submission. The Vendor Guide for Bid Locker can be found at [Vendor Guide for Bid Locker](#).

Any question upon this bid <u>must be submitted in writing</u> to the Contracts & Procurement Division, Office of the Contracts and Procurement Manager, by email: sself@cityofsalem.net. They <u>must be received no later than JULY 15, 2026 at 5:00 PM (local time).</u>
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The City reserves the right to cancel this procurement or reject any or all bids, when the cancellation or rejection is in the best interest of the City. Prices quoted shall be firm offers, irrevocable, valid and binding for a period of thirty (30) calendar days after the closing date.

The attention of Bidders is directed to the provisions of Chapter 97, Salem Revised Code, concerning unlawful employment practices. Violation of such provisions shall be grounds for immediate termination of this contract without recourse by the Successful Bidder.

Successful Bidders and subcontractors shall use recyclable products to the maximum extent economically feasible in the performance of the contract work.

The City Council of the City has approved Salem Revised Code (SRC) 2.380(b), which provides for Contractor Disclosure requirements in City contracts. All Bidders submitting a bid in response to this Invitation to Bid are encouraged to review these requirements when preparing their competitive bid.

The City is an Equal Employment Opportunity Employer. The City will provide ADA accommodations upon request to the Contracts & Procurement Manager.

HUMAN RIGHTS: It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination laws. The City's complete Title VI Plan may be viewed at www.cityofsalem.net. Successful Bidder agrees to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Successful Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Successful Bidder of the Successful Bidder's obligations under this contract, Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

Inquiries concerning these bid specifications shall be directed to: Kelsey Hutchinson, Contract Administrator, phone: 589-2134 or email: khutchinson@cityofsalem.net

The City Buyer for this bid is Lindsey Bergerson, phone: 503-588-6093 or email: libergerson@cityofsalem.net

CITY OF SALEM
Shawna Self, CPPB, Manager
Contracts and Procurement Division

BID NO. 267070
CLOSING: JULY 22, 2026
11:00 a.m. (Local Time)

INSTRUCTIONS/INFORMATION FOR BIDDERS

1. **FORM OF PROPOSAL:** A form for bidding is attached. All bids shall be on the form furnished by the City, and in addition to necessary unit price items and total prices in the column of totals to make a complete bid, all applicable blanks giving general information must be filled in and the bid signed, by the Bidder or a duly authorized agent. Any statement accompanying and tending to qualify a bid may cause rejection of such bid, unless such statement is required in a proposal embracing alternative bids. The City shall not consider, and is not responsible for, bids submitted in any manner other than that required or permitted in this solicitation document.

Discrepancies between the multiplication of units in Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Unless otherwise specified, Bidders shall bid on all bid items included in this solicitation document and the low Bidder shall be determined as noted in the AWARD statement within these Instructions/Information for Bidders. Except as provided herein, bids which are incomplete, or fail to reply to all items required in this solicitation document, will be rejected.

2. **RECEIPT OF BID:** The Bidder is responsible for ensuring the City receives the bid at the required delivery point prior to the closing date and time, regardless of the method used to submit the bid.
3. **LATE BIDS, LATE WITHDRAWALS AND LATE MODIFICATIONS:** Bids received after the scheduled closing time for filing bids, as set forth in the *Invitation to Bid* will be rejected unless such closing time is extended by the City. A Bidder's requests for modification of a bid, or withdrawal of a bid, received after closing date and time is late. The City shall not consider late bids, late requests for modifications or late withdrawals.
4. **MODIFICATION OR WITHDRAWAL OF BID:** A Bidder may modify their bid, in writing, prior to closing date and time. The Bidder shall initial and submit any correction or erasure to its bid prior to the opening, in accordance with the instructions for submitting a bid set forth in this solicitation document.
5. **REJECTION OF BIDS:** The City reserves the right to reject any or all bids in whole or in part or waive irregularities when in the best interest of the City.
6. **PRICE DISCREPANCY:** In case of discrepancy between unit prices and extensions, the unit prices shall govern.
7. **HUMAN RIGHTS:** It is the express policy of the City that no person shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity on the grounds of race, religion, color, national origin, sex, marital status, familial status or domestic partnership, age, mental or physical disability, sexual orientation, gender identity or source of income as provided by Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964 and other federal non-discrimination

laws. The City's complete Title VI Plan may be viewed at www.cityofsalem.net. Successful Bidder agrees to comply with all applicable requirements of federal, state and local civil rights and rehabilitation statutes, rules and regulations if awarded a contract by the City.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the successful Bidder for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the successful Bidder of the successful Bidder's obligations under this contract, Salem Revised Code Chapter 97, Title VI of the Civil Rights Act of 1964, and other federal nondiscrimination laws.

The Bidder agrees that no person shall, on the grounds of race, religion, color, creed, sex, marital status, familial status or domestic partnership, national origin, age, mental or physical disability, sexual orientation, gender identity or source of income, suffer discrimination in the performance of this contract when employed by Bidder. Bidder agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Further, Bidder agrees not to discriminate against a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owned or an emerging small business enterprise certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

8. F.O.B. POINT: The bid price shall include delivery, F.O.B. City destination point.
9. TIME DISCOUNTS: Due to the City's schedule for payment of invoice, discounts allowed for payment in less than thirty (30) calendar days from receipt of material and invoice cannot be considered in the award of the bid.
10. ALTERNATE BIDS: Bids which contain conditions which will alter or modify the bid form, specifications, or other bidding documents shall not be considered as responsive bids and are unacceptable.
11. FACSIMILE BIDS: will not be accepted.
12. FEDERAL EXCISE TAXES: Prices bid shall exclude federal excise taxes from which municipal agencies are exempt.
13. REQUEST FOR CHANGES TO SPECIFICATIONS: Technical questions relating to the requirement and specifications of the bid and/or the bid process should be directed in writing to the Shawna Self, CPPB, Manager, Contracts and Procurement Division, email: sself@cityofsalem.net.

Any person who contemplates submitting a bid in response to this Invitation to Bid and who finds discrepancies in, or omissions from, or is in doubt as to the true meaning of any part of the bid document must submit to the Contracts and Procurement Manager a written request for a clarification or interpretation thereof no later than JULY 15, 2026 at 5:00 PM (local time). Any clarification or interpretation of these bid documents will be made only

by written notification. The City is not responsible for any explanation, clarification or interpretation given in any manner except by written notification.

Any person who contemplates submitting a bid in response to this Invitation to Bid and who wishes to have the City consider a change in any part of the bid document must submit to the Contracts and Procurement Manager a written request for a change or substitution no later than JULY 15, 2026 at 5:00 PM (local time). The request must include the proposed change and the reason for the change. Changes to this solicitation document shall only be by written addenda.

14. **PROTEST OF SOLICITATION DOCUMENT AND THE PROCUREMENT PROCESS**
A prospective Bidder may protest the procurement process or the solicitation document for a contract. A prospective Bidder must deliver a written protest to the email: contracts@cityofsalem.net, no later than JULY 15, 2026 at 5:00 PM (local time). In addition to the information required by ORS 279B.405(4), a prospective Bidder's written protest shall include a statement of the desired changes to the procurement process or the solicitation document that the prospective Bidder believes will remedy the conditions upon which the prospective Bidder based its protest.

Protests to addenda are described in paragraph 26 of this Instructions/Information for Bidders.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

A full description of the City's protest policy as presented in the Public Contracting Rules are available at: www.cityofsalem.net, Contracts & Procurement.

15. **OBLIGATION TO AWARD: The City's obligation to award this bid is contingent upon appropriation or approval of funds.**
16. **AGREEMENT:** The successful Bidder will be required to sign an Agreement to deliver to the City at the prices bid for a period of twelve (12) months beginning July 1, 2026 meeting the specifications and conditions set forth herein.

It is the City's intent to award an Agreement in substantially the form of the Agreement attached to this bid document. Bidders may submit an alternative Agreement for City's review. The City, at its sole determination, may approve the Bidder's offered Agreement as is, require modifications, or reject the Bidder's Agreement and require that the City's Agreement be executed for the purpose of this bid.

17. **AWARD:** shall be made to the lowest responsive Bidder **TOTAL BID. All items must be bid.** It is anticipated that this bid will be awarded within thirty (30) calendar days after closing date of bid. The quantities are estimates only. The compensation to the successful Bidder will be based upon the actual quantities provided.

18. **EVALUATION OF BIDS:** Bids shall be evaluated only as set forth in this solicitation document, and in accordance with the Public Contracting Rules (PCR) and any other applicable law.
19. **NONRESIDENT BIDDERS:** In determining the lowest responsive bid or most advantageous proposal, the City shall apply the reciprocal preference. When evaluating bids, a percentage increase shall be added to the bid of a non-resident Bidder equal to the percentage, if any, of the preference that would be given to that Bidder in the state in which the Bidder resides. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the non-resident Bidder's state gives preference to in-state Bidders and the amount of such preference.
20. **CLARIFICATION OF BIDS:** After opening, the City may engage in discussions with apparent responsive Bidders for clarification of bids, to assure full understanding of the bids and to determine whether an offer is responsive. All Bidders submitting bids needing clarification shall be afforded an opportunity to clarify their bids.
21. **NEGOTIATIONS PROHIBITED:** The City will not negotiate with any Bidder.
22. **BRAND NAMES:** are used only to establish an acceptable standard of quality and are not intended to eliminate competitive bidding. If you anticipate bidding item(s) that are not listed in this solicitation document, product information outlining the product(s) compliance with the bid specifications, must be submitted to and received at the email: contracts@cityofsalem.net, Contracts & Procurement Division, Office of the Contracts and Procurement Manager no later than JULY 15, 2026 at 5:00 PM (local time). For Samples of the products which you intend to submit a bid on, along with a written request to have the product approved as an equal must accompany the product information and be mailed to Contracts & Procurement Division, 555 Liberty St SE, Room 330, Salem, OR 97301. No bids will be accepted for products that are not listed in this solicitation document or for which a request for approval as an approved equal has not been received by the above stated deadline.

The City will make a determination of the acceptability of the product as an approved equal. If the determination has not been reached prior to three (3) City business days before the bid closing, you may submit a bid based on the item in question. The bid shall be opened and read at the scheduled bid closing time; however, no recommendation for award of the bid will be made until the question of product acceptability has been resolved.

"APPROVED EQUALS"

Any specification that is followed by the words "or approved equal": may be reviewed, at the Bidder's request, **ONLY IF THE BIDDER PROPERLY SUBMITS A SUBSTITUTION REQUEST FORM** in the manner described as follows:

- A. **"OR APPROVED EQUAL"** materials, products, or services require approval by addendum **PRIOR TO BID CLOSING**. Materials, products, or services which the Bidder proposes to substitute, and which they consider an equal to those specified, **MUST BE SUBMITTED ON THE SUBSTITUTION REQUEST FORM AND RECEIVED BY THE CONTRACTS & PROCUREMENT MANAGER NOT**

LATER THAN JULY 15, 2026 at 5:00 PM (local time). City staff reserves the right to request additional information that will aid them in their substitution evaluation. Approval of materials, products, or services determined to be equivalent will be issued by addendum prior to the bid closing date.

Substitution Request Forms are located at the end of this Instructions/Information for Bidders section.

23. COOPERATIVE PURCHASING: Pursuant to ORS 279A.200 to 279A.225, other public agencies may use the purchase agreement resulting from this invitation to bid unless Bidder expressly notes on the proposal form that the prices quoted are available to the City only. The condition of such use by other agencies is that any such agency must make and pursue contact, purchase order, delivery arrangements, and all contractual remedies directly with the successful Bidder; the City accepts no responsibility for performance by either the successful Bidder or such other agency using this agreement. With such condition, the City consents to such use by any other public agency.
24. SAFETY DATA SHEETS: Bidder shall furnish material safety data sheets per OAR 437, Division 155, for all chemical items furnished to the City.
25. ADDENDA: In the event that it becomes necessary to revise any part of this Invitation to Bid, the addenda will be posted on OregonBuys. Prospective Bidders are solely responsible for checking OregonBuys to determine whether or not any Addenda have been issued. The City is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner except by addenda. Addenda, if necessary, will be issued not later than 72 hours before closing unless the addenda also extend the closing date. A request for change to an addendum must be made not later than the close of the next business day following issuance of the addendum. Bids received without properly signed addenda will be considered non-responsive and will not be further considered for contract award.
26. PROTESTS OF ADDENDA: A Bidder may submit a written protest to an addendum within forty-eight hours by the close of the City's next business day after issuance of the addendum. The written protest shall include: (1) Sufficiently identify the addendum being protested; (2) Identify the specific grounds that demonstrate how the addenda is contrary to law, unnecessarily restrictive, legally flawed or improperly specifies a brand name; (3) Include evidence or supporting documentation that supports the grounds on which the protest is based; (4) identify the relief sought; and (5) Include a statement of the desired changes to the addendum that the Bidder believes will remedy the conditions upon which the Bidder based its protest. The City will not consider a protest to matters not added or modified by the protested addendum. Bidder must deliver a written protest to the City Manager's Office, 555 Liberty Street SE, Room 220, Salem, OR 97301 by FedEx, UPS, or USPS only.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

A full description of the City's protest policy as presented in the Public Contracting Rules are available at: www.cityofsalem.net, Contracts & Procurement.

27. INCURRED COSTS: Neither the City, nor its agents, are liable for any cost incurred by Bidders prior to issuance of an agreement, contract, or purchase order. All prospective Bidders who respond to City procurement do so solely at the Bidder's cost and expense.
28. LAWS OF THE STATE OF OREGON: By submitting a response to this solicitation, Bidder agrees that:

Any terms and conditions stated within any contract that is awarded as a result of this solicitation shall also include the following:

- A. The following laws of the State of Oregon are hereby incorporated by reference into the contract: ORS 279B.220, 279B.225, 279B.230, and 279B.235.
- B. Any contract awarded and/or purchase order issued as a result of this solicitation shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under the agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. The City and successful Bidder expressly waive any and all rights to maintain an action under the contract in any other venue and expressly consent that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- C. SUCCESSFUL BIDDER'S COMPLIANCE WITH TAX LAWS

Successful Bidder represents and warrants to the City that:

Successful Bidder shall, throughout the term of this contract, including any extensions hereof, comply with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful Bidder; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful Bidder, for a period of no fewer than six (6) calendar years preceding the Effective Date of this contract, has faithfully complied with:

- (i) All tax laws of the State of Oregon, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
- (ii) Any tax provisions imposed by a political subdivision of the State of Oregon applicable to successful Bidder; and
- (iii) Any rules, regulations, charter provisions, or ordinances that implement or enforce any of the foregoing tax laws or provisions.

Successful Bidder's failure to comply with the tax laws of the State of Oregon and all applicable tax laws of any political subdivision of the State of Oregon shall constitute a material breach of this contract. Further, any violation of successful Bidder's warranty, as set forth in this Article, shall constitute a material breach of this contract. Any material breach of this contract shall entitle the City to terminate this contract and to seek damages and any other relief available under this contract, at law, or in equity.

Any Work delivered to the City under this contract shall be provided to the City free and clear of any and all restrictions on or conditions of its use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

29. **CONTRACTOR DISCLOSURE REQUIREMENT:** The Salem City Council has approved SRC 2.380(b) relating to Contractor Disclosure requirements in City bid documents. The Contractor Disclosure Ordinance requires that prior to contract award the low Bidder shall provide answers to all five (5) Contractor Disclosure Requirement questions presented on the Proposal pages of these bid documents. ALL Bidders are ENCOURAGED to submit the answers to these five (5) questions with their bid.
30. **PUBLIC INSPECTION OF BIDS:** After bid opening or notice of intent to award is issued, as applicable, bids will be available by submitting a Public Records Request through the City Recorder's Office: www.cityofsalem.net, City Recorder.
31. **RECYCLED MATERIALS PREFERENCE:** In the procurement of goods, preference shall be given to goods manufactured from recycled materials.

In comparing goods from two or more Bidders, if at least one Bidder offers goods manufactured from recycled materials, the Bidder offering goods manufactured from recycled materials shall be selected if each of the following four conditions exists:

- (1) The recycled product is available;
- (2) The recycled product meets applicable standards, as set forth in the solicitation document;
- (3) The recycled product can be substituted for a comparable non-recycled product; and
- (4) The recycled product's costs do not exceed the cost of non-recycled products by more than five percent, or such higher percentage as determined applicable to a specific procurement by the City Manager, in writing and set forth in the solicitation document. The percent preference provided in this subsection shall only apply to the value of that portion of the offer that offers recycled products containing verifiable recycled contents.

To be eligible for the preference under this section, a Bidder must:

- (1) Request the preference in their bid;
- (2) Indicate in the offer the materials considered relevant for the preference; and
- (3) Identify the minimum or, if available, the approximate or exact, percentage of recycled product in all goods offered.

32. NOTICE OF INTENT TO AWARD: The City intends to award a procurement contract for those items required within this bid, seven (7) days after bid closing date and time. The City shall post the written notice of intent to award on OregonBuys. No further written notice will be provided to Bidders.
33. PROTEST OF INTENT TO AWARD: A Bidder may protest the award of a contract or the intent to award such a contract, whichever occurs first, if the following conditions are satisfied: (1) The Bidder must be adversely affected because the Bidder would be eligible to be awarded the contract in the event the protest is successful; (2) The reason for the protest is that all the lower bids are non-responsive, the City has failed to conduct the evaluation of bids in accordance with the criteria or processes described in the solicitation document, the City has abused its discretion in rejecting the protestor's bid as non-responsive or the City's evaluation of the bids or the subsequent determination of award is otherwise in violation of ORS 279A or 279B. The Bidder must deliver the written protest to the City Manager's Office, 555 Liberty Street SE, Room 220, Salem, OR 97301 by FedEx, UPS, or USPS, within seven (7) days after issuance of the notice of intent to award the contract or if no notice of intent to award is issued, within forty-eight hours after award. A Bidder's written protest shall specify the grounds for protest to be considered by the City pursuant to ORS 279B.410 (2). The City Manager shall not consider a Bidder's contract award protest submitted after the above timeline.

The written protest must be submitted with a certified check or cashier's check in the amount of \$500.00 to cover the costs of processing the protest.

A full description of the City's protest policy as presented in the Public Contracting Rules are available at: www.cityofsalem.net, Contracts & Procurement.

34. DEBARMENT OF BIDDER: The Contracts and Procurement Manager may debar prospective Bidders from consideration for contracts for a period of not more than three (3) years if:
- (1) The prospective Bidder has been convicted of a criminal offense as an incident in obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract;
 - (2) The prospective Bidder has been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that currently, seriously and directly affects the prospective Bidder's or proposer's responsibility as a Successful Bidder;
 - (3) The prospective Bidder has been convicted under state or federal antitrust statutes;
 - (4) The prospective Bidder has committed a violation of a contract provision and debarment for such a violation was listed in the contract terms and conditions as a potential penalty. A violation may include, but is not limited to, a failure to perform the terms of a contract or an unsatisfactory performance of the terms of the contract. A failure to perform or an unsatisfactory performance caused by acts beyond the

control of the Successful Bidder may not be considered to be a basis for debarment;
or

- (5) The prospective Bidder does not carry workers' compensation or unemployment insurance as required by applicable law.

The Contracts and Procurement Manager shall give written notice of the reasons for the debarment and the proposed length of debarment to the person for whom debarment is being considered. The Bidder shall be given not less than fourteen days to respond to the Contracts and Procurement Manager in writing. The Contracts and Procurement Manager shall issue a written decision that states the reason for the action taken and that informs the Bidder of the Bidder's appeal rights.

- 35. **BIDDING BY CITY EMPLOYEES PROHIBITED:** The City will not purchase any goods or services from City employees unless City Council expressly authorizes the purchase or the purchase is necessary during a state of emergency and the City Manager approves the purchase.
- 36. **APPLICABLE TAXES:** The successful Bidder shall be liable for all applicable Federal, State, and local taxes.

SUBSTITUTION REQUEST FORM

(To be used for Commodities Bids)

TO: **The City of Salem**
Contracts & Procurement Division
email: contracts@cityofsalem.net

Bid No. 267070

Substitution Request Forms must be received no later than JULY 15, 2026 at 5:00 PM (local time).

PROJECT: FIRE AND EMS UNIFORMS

Specified Item: _____

Section	Page	Paragraph	Description
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The undersigned Proposer/Bidder submits and requests consideration and determination of the following proposed substitution as an "Approved Equal" for the Specified Item:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. The City reserves the right to request additional information of a clarifying nature.

Attached data also includes description of changes to contract documents which proposed substitution will require for its proper installation or use.

The undersigned states that the following paragraphs, unless modified on the attachments are correct:

- 1. The proposed substitution does not change the quality from the product description in the bid specifications.*
- 2. The proposed substitution will have no adverse affects when used with existing product(s) described within the specifications, or with delivery schedule, or specified warranty requirements.*
- 3. Support, maintenance, and service parts will be locally available for the proposed substitution.*
- 4. References from satisfied users of the proposed substitution item shall be made available to the City of Salem with this request form.*

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by:

Signature _____

Firm _____

Address _____

Date _____

Email: _____

For use by Contract Administrator

☐ Accepted

☐ Not accepted

☐ Accepted as noted

☐ Received too late

By _____

Contract Administrator

Date _____

Remarks _____

GENERAL CONDITIONS

1. **WORKERS' COMPENSATION LAW:** All subject employers working under this contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
2. **PURPOSE AND USAGE OF CITY ANNUAL REQUIREMENTS CONTRACTS:** The City appreciates the contractual relationship established between your firm and the City with the purpose of providing goods and services that meet the annual operating requirements the City uses in furnishing services to the citizens of Salem.

The terms, conditions, and pricing of contracts between City and successful Bidder shall extend solely to those transactions between City and successful Bidder and shall not be extended to any individual City employee for the City employee's personal benefit. City employees shall not receive any discounts, favoritism, or other benefits either because of the contractual relationship between City and successful Bidder, or as a result of the employee's position as a City employee, except for those discounts or other benefits that are available to the general public at large. Successful Bidders are encouraged to report any City employee using his or her status as a City employee to request or otherwise receive any discount, favoritism, or other benefit that is not otherwise available to the general public by notifying the City Contracts and Procurement Manager in writing at City Contracts and Procurement Division, at email: sself@cityofsalem.net.

3. **ROYALTIES AND PATENTS:** The successful Bidder shall pay all royalty and license fees. The Successful Bidder shall defend all suits or claims for infringement of any patent and shall save the City harmless from loss of account thereof.
4. **QUALITY:** All materials provided under the terms of this Contract must be of sufficient quality, when delivered, as to be suitable for the purpose or use for which they are being purchased. Items which are found to be unsuitable for their intended purpose as a result of lack of quality or premature deterioration of product quality shall be returned to the supplier at no cost to the City. If an item provided to the City is used for its intended purpose and its lack of adequate quality results in operating problems, the cost of remedying the problems shall be borne by the successful Bidder.
5. **QUANTITIES:** The quantities indicated are the City's estimated requirements based on previous usage and are in no way binding upon the City. The City reserves the right to increase or decrease each item. Items listed within this solicitation document shall be ordered on an "as needed basis" throughout the term of the contract.

The failure of the successful Bidder to make delivery of a product meeting the specifications and conditions set forth herein shall be a violation of this contract, giving the City the right to cancel the contract and purchase elsewhere with recourse to the successful Bidder.

6. **FORFEITURE OF CONTRACT:** This contract may be canceled at the election of the City for any willful failure or refusal to faithfully perform the contract according to its terms as herein provided.

7. **TERMINATION OF CONTRACT:**

A. **TERMINATION WITHOUT CAUSE:**

Either party may terminate this agreement upon thirty (30) calendar days written notice to the other, with or without cause, for any reason whatsoever. Upon the termination of this contract, for any reason or for no reason, each party shall be released from all obligations and liabilities to the other occurring or arising after the date of such termination, **except** that any termination of the contract shall not relieve City's obligation to pay for services already rendered nor shall any such termination relieve either party of its obligations or from any liability arising from any breach of this contract.

B. **GENERAL CONDITIONS OF TERMINATION:**

All warranty obligations, indemnity and defense obligations, and Successful Bidder's insurance coverage obligations with respect to occurrences happening before termination of this contract, shall survive termination of this contract and such provisions and obligations shall remain in full force and effect as originally specified in the contract.

8. **ASSIGNMENT OF CONTRACT:** Successful Bidder shall not assign the contract, delegate duties, or subcontract delivery of the goods or services, without prior written approval from the City's Contract Administrator.

9. **ESCALATION/DE-ESCALATION AGREEMENT**

Prices shall remain firm throughout the initial agreement term except in the case of price decreases. After the initial term, the successful Bidder furnishing supplies or materials under this contract will be allowed to increase or decrease prices charged to the City in the same proportion as charged to the successful Bidder, except as hereinafter provided.

The contract unit price(s) shall be the basis for such increase or decrease, by application of a percentage or fixed amount against the contract unit price(s). Price changes involving materials or supplies which are re-sold to the City may be increased or decreased by submitting documentation in the form of invoices, payment documents or other evidence of the unit prices actually charged by the successful Bidder's supplier(s).

Prices of raw materials which constitute a portion of a finished product, manufactured by the successful Bidder, and sold directly to the City, may be increased or decreased as that portion of the raw material applies to the finished product, and in direct proportion to the price increase or decrease, documented as set forth above.

Price increase not eligible for escalation shall be considered as any of the successful Bidder's actual costs of doing business such as overhead, supplies, labor, utilities, appliances and appurtenant machinery.

Application for a price increase shall be submitted to the Contracts & Procurement Manager, along with documentation substantiating such increase. When the Contracts & Procurement Manager has been notified in the above manner, by the successful Bidder, that they wish to increase prices, the Contracts & Procurement Manager shall have authority to re-negotiate with others and cancel the balance of the existing agreement, if

materials of equal quality may be obtained at lower prices than proposed by the successful Bidder. All documentation of the basis for a price escalation is subject to review by the Contracts & Procurement Manager who may demand such further documentation and/or conduct such further investigation as may be deemed necessary.

Increase or decrease of prices will be allowed the first of the month following receipt of communication, or the effective date, whichever is later.

No price escalation in excess of 15% of the unit price bid will be allowed during any thirty (30) calendar day period.

The City will calculate price increases as follows:

- Subtract the new unit price from the previous unit price. Example: $\$47.50 - \$44.40 = \$3.10$
- Divide the difference by the previous unit price. Example: $\$3.10 / \$44.40 = \$0.06$
- Covert to a percentage. Example: 6%

SPECIAL CONDITIONS

1. **TYPE OF CONTRACT:** This is a non-exclusive one-year annual contract (goods provided routinely throughout year), with a renewal provisions (see renewal reference below) and escalation de-escalation clause, (See General Conditions, Page 2).
2. **CONTRACT TERM:** This contract shall commence as of the date of contract execution and continue until June 30, 2027 (end of the City's fiscal year) and upon renewal (see renewal clause) shall continue for each additional consecutive fiscal year until canceled or expiration of the contract term.
3. **CONTRACT ADMINISTRATION:** The Contract Administrator for this contract shall be Kelsey Hutchinson, or her duly appointed representative.
4. **ORDERING:** Ordering will be conducted by the Contract Administrator either by oral or written calls on an "as needed basis" against this contract.
5. **TELEPHONE ORDERS:** Suppliers outside the Salem area shall accept long distance telephone orders on a "collect" basis or provide the City with a "toll free" number.
6. **INVOICING:** Invoices shall be submitted to Accounts Payable, Finance Division, Room 230, City Hall, 555 Liberty Street SE, Salem, Oregon 97301 or emailed to accountspayable@cityofsalem.net. The invoice shall reference: the Contract Number/Contract Name, and Contract Administrator.
7. **PAYMENTS:** City payment policy is Net 30 days. The City does not pre-pay for goods or services.
8. **DELIVERY:** Delivery will, in most instances, be made within five (5) City business days after a call is made upon the successful Bidder. Exceptions to this condition shall only be made when a request by the successful Bidder is made and approved by the Contract Administrator. If a request is made and approved verbally, confirmation of both the request by the successful Bidder and approval by the Contract Administrator shall be made in writing.
9. **PLACE OF DELIVERY:** Delivery will be made to the Salem Fire Department 2742 25th St. SE, Salem, OR 97302.
10. **RENEWAL:** If the City determines that it is in the City's best interest, the City may elect to extend the contract for four (4) additional one (1) year renewal periods subject to the following conditions:
 - a. Approval by the City and budget approval.
 - b. Service has been determined, by the Contract Administrator, to be satisfactory.
 - c. Bid price remains firm for the additional year; adjusted only for any escalation/de-escalation allowed under the terms of the contract.
 - d. Agreement to extend the contract, in writing, by the successful Bidder after a minimum thirty (30) calendar day notice by the City prior to the expiration of the contract.

PROPOSAL

The City requests your best quotation, F.O.B. delivered on the following:

<u>DESCRIPTION</u>	<u>EST QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
BOOTS			
Redback Easy Escape Slip On – Matte Black <i>or approved equal, see substitution request form</i> All Sizes Available	25	\$_____	\$_____
Bellville Boot (BV918Z WP) Black <i>or approved equal, see substitution request form</i> All Sizes Available	10	\$_____	\$_____
PANTS			
Men's V2 Pro Duty Pant (114018) <i>or approved equal, see substitution request form</i> All Sizes Available	50	\$_____	\$_____
Women's V2 Pro Duty Pant (124018) <i>or approved equal, see substitution request form</i> All Sizes Available	40	\$_____	\$_____
Alternations – Basic Hem	Each		\$_____
TOTAL BID (ALL ITEMS MUST BE BID)			\$_____

BRAND/MODEL: _____
Product information/specification must be submitted in accordance with "BRAND NAMES" Instructions/Information for Bidders as outlined herein if bidding other than specified.

WARRANTY: _____
DELIVERY: _____ days ARO.

☐ **If submitting a "NO BID," please check this box and give your explanation/reason(s) why:**

Any brochures, terms & conditions, contracts or other documents supplied by Bidder as part of their proposal shall not vary the terms, conditions, specifications or contracts in City's bid document and Bidder agrees that all of City's terms, conditions, specifications, and contracts in City's bid document shall apply notwithstanding anything to the contrary in any brochure, terms & conditions, contracts, or other documents supplied by Bidder as part of their proposal.

Residency Information: A percentage increase shall be added to the bid of a non-resident Bidder equal to the percentage, if any, of the preference that would be given to that Bidder in the state in which the Bidder resides. The list prepared and maintained by the Oregon Department of Administrative Services pursuant to ORS 279A.120(4) will be used to determine whether the non-resident Bidder's state gives preference to in-state Bidders and the amount of such preference.

"Resident Bidder" means a Bidder that has paid unemployment taxes or income taxes in the State of Oregon during the twelve (12) calendar months immediately preceding submission of a bid, has a business address in the State of Oregon, and has stated in the bid that the Bidder is a "resident Bidder" as defined in ORS 279A.120(1).

"Non-resident Bidder" is any Bidder who is not a "resident Bidder".

- a. Check one: Bidder is a ☐ resident Bidder ☐ non-resident Bidder.
b. If a resident Bidder, enter your Oregon business address:

- c. If a non-resident Bidder, enter state of residency: _____

Unforeseen Situation/Emergency Use: In the event of an unforeseen situation or emergency, the City may request the successful Bidder to provide delivery of contracted items within a short time frame at contracted prices. Please indicate below if your company would be willing to provide delivery in a short time frame:

_____ Yes, my company is willing to provide delivery in a short time frame for an unforeseen situation or emergency. Please indicate the time frame:
_____ hours _____ days

_____ No, my company is not willing to provide delivery in a short time frame for an unforeseen situation or emergency.

Contractor Disclosure Requirement: Prior to contract award the low Bidder shall provide answers to the following five (5) questions. ALL Bidders are ENCOURAGED to submit the answers to these five (5) questions with their bid.

- 1) Within the last three years, have you, your company, or any officers, agents or employees working for you or your company been found by any agency or court to be in violation of any governmental environmental rule, regulation, ordinance or statute, whether local, state or federal. Include any resolution or settlement of any allegation of such a violation by civil compromise, settlement, consent decree, mutual agreement and order (MAO) or otherwise. If so, please explain in detail.

- 2) Within the last three years, have you, your company or any officers, agents or employees working for you or your company been convicted or found at fault for any personal injury or property damage as a result of a product liability claim relating to any product that will be provided under this solicitation. If so, please explain in detail.

- 3) Within the last three years, have you, your company or any officers, agents or employees working for you or your company been found in violation of any rule, regulation, ordinance or statute, whether local, state or federal, respecting wages, prevailing wages requirements, or conditions of employment. If so, please explain in detail.

- 4) During the last year, did you or your company provide employees with bona fide health and retirement plans? Failure to do so will not disqualify you from consideration.

- 5) Do you, or does your company, participate in a training program related to your trade? Failure to do so will not disqualify you from consideration.

THE UNDERSIGNED BIDDER declares that the only persons or parties interested in this proposal are those named herein, that this proposal is in all respects fair and without fraud; that it is made without any collusion with any person making another proposal on this bid.

THE UNDERSIGNED BIDDER acknowledges by signing and returning this bid, that the Bidder has read, understands, and agrees to be bound by the terms and conditions contained in this solicitation document.

THE UNDERSIGNED BIDDER certifies that they have not discriminated, and will not discriminate, in the award of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns, or an emerging small business certified under ORS 200.055 in awarding subcontracts as required by ORS 279A.110.

THE UNDERSIGNED BIDDER also agrees to furnish all equipment, labor and materials necessary to complete the services as specified herein and further attests that they have carefully considered any addenda numbered __, __, __, and __, in the preparation of this bid response.

Pursuant to ORS 279A.200 TO 279A.225, other public agencies may use the purchase agreement resulting from this invitation to bid unless Bidder expressly notes on the proposal form that the prices quotes are available to the City of Salem only.

☐ City of Salem only

☐ City of Salem and other Public Agencies

ONLY SIGNED PROPOSALS WILL BE DEEMED "RESPONSIVE."

Firm Name

By: _____
Signature Date

Mailing Address

(Print or Type Signature Name)

City State Zip Code

Telephone Number

E-Mail Address

Bidder's Tax Identification Number(s):

-End Proposal-