



ADA COUNTY PROCUREMENT

200 West Front Street
Boise, Idaho 83702-7300

DATE: March 1, 2019
TO: All Plan Holders
FROM: Ada County Procurement
NO. OF PAGES: 16

Bid 19046 Ada County EMS Uniforms Purchase 2019

BIDS DUE: March 11, 2019 by 4:00 p.m. local time
Ada County Procurement, 200 W. Front St., Rm. 2210, Boise, ID 83702

ADDENDUM NO. 1

NOTICE TO BIDDERS:

1. This addendum shall be considered part of the documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original documents, this addendum shall govern and take precedence.
2. Bidders are hereby notified that they shall make any necessary adjustment in their estimates on account of this addendum. It will be construed that each bid is submitted with full knowledge of all modifications and supplemental data specified herein.
3. **Bidders must acknowledge in their bids that all addenda have been received or the bid may be deemed non-responsive.**

Please See Attached:

- Clarification
 - See Revised Bidder's Bid Form and Instructions to Bidders
- Questions received prior to the February 22, 2019 4:00 p.m. local time cut-off

Questions received prior to the February 22, 2019 4:00 p.m. local time cut-off:

1. I don't see the embroidery, patching, and screen-printing included on the contract. Almost all of the uniform items have to be customized with the individual's name and rank plus the EMS logo and patches if applicable. Do samples need to be provided and to be approved for the embroidery/screen-printing to be approved?

[Answer: See revised Bidder's Bid Form and Instructions to Bidders.](#)

2. If a vendor doesn't have a specific MSRP outlined, how is the discount to be figured? I've reached out to the few vendors I'm concerned don't have a listed MSRP.

[Answer: Please see revised bid form for instructions.](#)

3. Is the contract an indefinite contract with no specific time limit? I don't see a clause specifying that in the contract.

[Answer: All County contracts are for the current fiscal year only and must be renewed under the same terms each fiscal year end, or re-bid at that time.](#)

INSTRUCTIONS TO BIDDERS

ADA COUNTY EMS UNIFORMS PURCHASE 2019

ADA COUNTY BID 19046

PURCHASER: **ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT**

PRODUCT: **Uniforms**

1. Scope. The Ada County Emergency Medical Services District (“District”) is requesting bids for the purchase and delivery of Ada County EMS uniforms (hereinafter “Products”), as more thoroughly detailed herein. The winning Bidder will be chosen based on the percentage discounts it proposes to provide the District from the standard, retail price of the items specified, and as more detailed in the Bidder’s Bid Form. By submitting a Bid, Bidder certifies that it carries all Items listed for each Manufacturer on the Bidder’s Bid Form. For example, where the Bid Form specifies that the District seeks Blauer-manufactured “Men’s and Women’s Clothing, All Sizes,” Bidder must have the ability to provide any clothing item sold by manufacturer Blauer within the time periods specified herein. The winning Bidder will be expected to provide any men’s or women’s clothing item created by Blauer for the Discount Percentage bid on the Bidder’s Bid Form. The winning Bidder will also be expected to provide any necessary embroidery, heat press, or sewing of patches requested by the District.

Products offered must be in “new” and first-class condition; no used, refurbished, remanufactured, or demonstration products will be accepted. The purchase of such products will be indefinite delivery/indefinite quantity (IDIQ). No guarantee can be made concerning the amount which may be required for purchase or the dates they may be ordered.

Bidders must have a business location within ten (10) miles of the Ada County Paramedics building, located at 370 North Benjamin Lane, Boise, Idaho 83704.

2. **Bid Award.** The Bid will be calculated based on the proposed percentage discounts each Vendor will offer Ada County, and the winning Bidder will provide the proposed Items at the standard, retail price, minus the applicable Vendor Discount Percentage bid on the Bidder's Bid Form.

The prevailing bidder will be required to arrange for purchase of the Product(s) directly from the manufacturer (if necessary) and arrange and be responsible for delivery of the Product(s) to Ada County. Bidders shall take care to include all taxes, assessments, fees, costs of delivery and freight, uncrating, unpackaging and off-load, and all other incidental costs within the bid amount. Bidders must offer the Product(s) at the same Discount Percentages bid through September 30, 2019 and through the renewal period(s), if any.

Ada County reserves the right, in its sole discretion, to determine whether the offered Product satisfies the County's needs and otherwise meets the specifications and requirements as detailed in Exhibit A. Ada County will accept no equals and no substitutes for the products specified in Exhibit A. If the offered Product does not meet the specifications and requirements, the bid will be tallied as "non-responsive."

3. **Bid Submittals.**

a. Sealed bids will be received at the office of Ada County Procurement, at 200 West Front Street, 2nd Floor, Room 2210, Boise, Idaho, 83702 until 4:00 p.m. local time, **March 11, 2019**. Timely received bids will be publicly opened and read aloud on **March 12, 2019** at 9:00 a.m. local time, in the Board of the Ada County Emergency Medical Services District's Hearing Room, located on the third floor of the County Courthouse and Administration Building, 200 West Front Street, Boise, Idaho 83702.

b. The Bidder's Bid Form, supplied in the bid packet, shall be used by the Bidder. The bid shall be enclosed in a sealed, opaque envelope and must be marked "*Bid 19046 Ada County*"

EMS Uniforms Purchase 2019” addressed to Ada County Procurement as stated above and giving the Bidder’s name and address. No writing and/or marks on the outside of the sealed envelope will be considered as part of the bid or as an amendment to the contents inside the envelope.

c. No oral, digital, electronic, telephone, or telegraphic bids will be considered.

d. The forms must be completely filled out in ink or typewriting with signature in long hand, and the completed forms shall be without interlineations, alterations, or erasure. Bid amounts shall be written out and in figures. In case of a discrepancy between written statement and figures, the written statement shall govern.

e. Bidders shall:

(i) carefully examine the Instructions to Bidders, Bidder’s Bid Form, Purchase and Delivery Agreement, and any addenda issued subsequent thereto;

(ii) include in the Bid a sum to cover the cost of all items and requirements contemplated by the Purchase and Delivery Agreement documents; and

(iii) offer the exact Product(s) for each specified Manufacturer as detailed herein, and at the Manufacturer’s specifications for such Product(s).

f. The Bidder awarded a Purchase and Delivery Agreement for a Division will not be allowed any extra compensation by reason of any matter or thing concerning that which such Bidder might have been fully informed prior to submitting a Bid.

g. No Bid shall be withdrawn after the opening of Bids for a period of thirty (30) days. However, a Bidder may withdraw a Bid at any time prior to the time scheduled for the opening of Bids.

h. Bidders may download the bid packet at no charge at www.adacounty.id.gov/bids. Bidders are required to pay a twenty-five dollar (\$25.00) non-refundable copy fee for each hard copy bid packet picked up at Ada County Procurement.

i. Data contained in the bid and all documentation provided therein becomes the property of the District and the data becomes public information upon opening of the bid. If the bidder wishes to have any confidential or proprietary information withheld from the public, such information must fall within the definition of “trade secret” contained within Idaho state and local statutes. All “trade secret” information the bidder wishes the District to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked “Trade Secret” on the outside of the package. Each page inside the package must also be clearly marked as “Trade Secret.” Should the District be challenged in court by a third party for a decision to withhold or redact information so identified by Bidder, Bidder agrees to indemnify, defend, and hold harmless the District for any judgments, attorney fees, and/or court costs associated with asserting the documents contain “trade secret” information. Bidder agrees and acknowledges that the Bidder’s Bid Form is a discloseable public record. The District reserves the right to make an independent discretionary decision whether or not the documents marked as “Trade Secret” qualify as such pursuant to the Public Records Act. All documents not marked as “Trade Secret” are subject to release in compliance with the Public Records Act.

j. By submitting a response to this Bid, Bidder agrees to sign a Purchase and Delivery Agreement like the one attached herein.

4. **Taxes.** Bidders shall include in their Bids all applicable taxes which are levied by Federal, State, or Municipal Governments upon Product, and the successful Bidder shall pay all such taxes and show evidence of payment as described in the Purchase and Delivery Agreement.

5. **Right to Reject Bids.** The District reserves the right to waive any informalities in any Bid.

6. **Objections to Specifications.** Written objections to specifications or bidding procedures must be received by Ada County Procurement at least three (3) business days before the date and time for bid opening.

7. **Protest of Bid Award.** Once the successful bidder has been determined by the District, a Notice of Recommendation to Award Bid will be sent to all Bidders. It is anticipated the Notice of Recommendation to Award Bid will be sent to Bidders on or around **March 13, 2019**. Any Bidder's protest of the Recommendation to Award Bid must be in writing and received by the Office of the Board of Emergency Medical Services District, 200 West Front Street, 3rd Floor, Boise, Idaho, 83702, no later than 4:00 p.m. local time on **March 15, 2019**.

8. **Requirements for Signing Bids.** The following requirements must be observed in the signing of Bids which are submitted:

a. Bids which are not signed by individuals making them shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.

b. Bids which are signed for a Partnership shall be signed by all of the General Partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the Bid, executed by the General Partners.

c. Bids which are signed for a Corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the Corporation, manually written below the corporate name following the word By _____. If such a Bid is manually signed by an official other than the President of the Corporation, a document evidencing the authority of such official to sign the bid shall be attached to it. A Corporate signed Bid shall also bear the attesting signature of the Secretary of the Corporation.

d. Bids which are signed for a Limited Liability Company shall have the correct company name thereof and the signature of the authorized Manager or Member manually written below the company name following the word By _____. The authorized Manager or Member who signs the Bid must be the same Manager or Member that is listed on the Articles of

Organization filed with the Secretary of State. If such a Bid is manually signed by someone other than the authorized Manager or Member, a document evidencing the authority of such person to sign the Bid shall be attached to it.

9. **Explanation to Bidders and Addenda.**

a. The District will not give verbal answers to any inquiries regarding the Bid Documents or provide verbal instructions prior to the award. Any verbal statement regarding the same made by any persons, prior to the award, shall be unauthoritative.

b. Any explanation desired by Bidders must be requested of the District in writing, and if explanation is necessary, a reply will be made in the form of an addendum, a copy of which will be forwarded to each Bidder who has received a bid packet and to such other prospective Bidders as have requested that they be furnished with a copy of each addendum. All questions must be received by Ada County Procurement no later than 4:00 p.m. local time on **February 22, 2019**. Questions should be sent via email to procurement@adacounty.id.gov. Bidders are not to contact other Ada County officials or employees.

c. All addenda issued to Bidders prior to date of receipt of Bids shall become a part of these Instructions and/or the Bid Documents and all Bids are to include the items therein described. Each Bid submitted shall list and acknowledge all addenda.

10. **Qualifications of Bidders.**

a. Bidders shall be responsible for complying with all applicable provisions of the Idaho Code as it relates to bidding of this project or provision of the Product.

b. No state or federal funding is utilized on this Project.

11. **Notice of Award.** The bid shall be deemed as having been awarded when formal notice of acceptance of the Bid has been announced at a public meeting conducted by the Board of Emergency Medical Services District on or about **March 19, 2019**.

12. **Delivery.** The successful Bidder shall deliver the Product(s) no later than thirty (30) days after receipt of order (ARO). The successful Bidder shall acknowledge that in the event it cannot deliver the Product(s) within thirty (30) days ARO, the District is free to obtain products from other vendors.

13. **Final Acceptance.** Upon delivery, the District shall have an opportunity to test and/or inspect the Product(s) as further detailed in the Purchase and Delivery Agreement. Risk for any loss or damage to the Product shall not pass to the District until after inspection and acceptance by the District.

14. **Insurance.** Bidders shall be required to comply with the insurance provisions detailed in Exhibit B of the Purchase and Delivery Agreement, a copy of which is included in the Bid Packet. Bidders are encouraged to review and familiarize themselves with those insurance requirements in advance of placing a bid. A failure to obtain and maintain insurance as required will be grounds for forfeiture of bid security and/or termination of the Purchase and Delivery Agreement, as the case may be.

BIDDER’S BID FORM

ADA COUNTY REQUEST FOR BID 19046

PROJECT: **Ada County EMS Uniforms Purchase 2019**

TO: **Ada County Procurement, 200 West Front Street, Room 2210,
Boise, Idaho 83702**

NAME OF BIDDER: _____

The undersigned, having familiarized himself/themselves with the requirements of *BID 19046 Ada County EMS Uniforms Purchase 2019* issued by Ada County, Idaho; hereby propose to furnish the following to Ada County in accordance with the requirements of said bid.

Bid Divisions by Manufacturer. The Bid will be calculated based on the proposed percentage discounts each Vendor will offer Ada County. Each Vendor must first identify the Vendor Discount Percentage for each row below. The Vendor Discount Percentage is the percentage discount Vendor proposes to provide from the Manufacturer’s Suggested Retail Price (“MSRP”) of the items listed in each row or assumed MSRP listed on this bid form. Next, the Vendor must multiply the Discount Percentage in decimals (e.g. 6% = .06, 21% = .21) by the “Multiplier”¹ to reach the Discount Extended. From there, Vendor must add all Discounts Extended to equal the Total Estimated Savings amount. The Bid will be awarded to the Vendor bidding the highest Total Estimated Savings amount, and the winning Vendor will execute an agreement with the Ada County Emergency Medical Services District to provide the proposed items at the Vendor Discount Percentage for that item. In order to be responsive, Vendor must provide a proposed Vendor Discount Percentage for each manufacturer line, and must calculate the Discount Extended and Total Estimated Savings amounts. Discount Percentages of zero percent and higher will be considered responsive.

The purchase of all products resulting from this Bid 19046 will be indefinite delivery / indefinite quantity (IDIQ). No guarantee can be made concerning the amount which may be required for purchase or the dates they may be ordered.

Manufacturer	Items	Vendor Discount Percentage	Multiplier	Discount Extended (Discount Percentage x Multiplier)
<i>Boston Leather</i>	Basket Weave Belt			

¹The multipliers listed are for internal calculation purposes only, and Vendors should make no assumption regarding the amount to be purchased as a result of this Bid 19046.

	w/Silver Buckle (6582-3) & Basket Weave Belt w/Velcro Closure (6530-3) (For purposes of this valuation, please assume MSRP is \$23.50 per Item)	_____ %	\$ 1,000.00	\$ _____
<i>Blauer</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 10,500.00	\$ _____
<i>Blauer</i>	Men's and Women's Fire & EMS Boots, All Sizes	_____ %	\$ 600.00	\$ _____
<i>5.11</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 9,500.00	\$ _____
<i>5.11</i>	Men's and Women's Boots, All Sizes	_____ %	\$ 500.00	\$ _____
<i>Flying Cross</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 2,500.00	\$ _____
<i>Vertx</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 7,000.00	\$ _____
<i>Port Authority</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 500.00	\$ _____
<i>Cornerstone</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 200.00	\$ _____
<i>Propper</i>	Men's and Women's Clothing, All Sizes	_____ %	\$ 4,000.00	\$ _____
<i>Bates</i>	Men's and Women's Military and Tactical Boots, All Sizes	_____ %	\$ 300.00	\$ _____
<i>Bellville</i>	Men's and Women's Public Safety Boots, All Sizes	_____ %	\$ 600.00	\$ _____
<i>Danner</i>	Men's and Women's Law Enforcement Boots, All Sizes	_____ %	\$ 2,500.00	\$ _____
<i>Georgia</i>	Men's and Women's Work Boots, All Sizes	_____ %	\$ 200.00	\$ _____
<i>Haix</i>	Men's and Women's Work Boots, All Sizes	_____ %	\$ 200.00	\$ _____
<i>Merrell</i>	Men's and Women's Tactical Boots, All Sizes	_____ %	\$ 1,500.00	\$ _____
<i>Salomon</i>	Men's and Women's Forces Boots, All Sizes	_____ %	\$ 1,000.00	\$ _____

<i>Embroidery on polos/jackets (Name/rank on right chest & small logo on left chest)</i> (For purposes of this valuation, please assume MSRP is \$9.50 per Item)	_____ %	\$ 3,000.00	\$ _____
<i>Heat Press "Ada County Paramedics" on back of polo</i> (For purposes of this valuation, please assume MSRP is \$7.50 per Item)	_____ %	\$ 2,000.00	\$ _____
<i>Heat Press "Ada County Paramedics" in reflective on jacket</i> (For purposes of this valuation, please assume MSRP is \$12.50 per Item)	_____ %	\$ 250.00	\$ _____
<i>Sew Patch</i> (For purposes of this valuation, please assume MSRP is \$3.50 per Item)	_____ %	\$ 450.00	\$ _____
<i>All other Duty Clothing Sold by Vendor Not Listed</i>	_____ %	\$ 1,000.00	\$ _____
<i>All other Uniform Accessories Sold by Vendor Not Listed</i>	_____ %	\$ 1,000.00	\$ _____
TOTAL ESTIMATED SAVINGS (Sum of All Discounts Extended)			\$ _____

ADDENDA. Bidder hereby expressly acknowledges receipt of the following addendum (addenda) to the Contract Documents:

1 Dated _____

2 Dated _____

3 Dated _____

RIGHT TO REJECT BIDS. In submitting this bid, it is understood that the right is reserved by the Ada County Emergency Medical Services District (the "District") to reject any and all bids. It is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

COMPLIANCE WITH INSTRUCTIONS TO BIDDERS. Bidder has read and understands the Instructions to Bidders and agrees to comply therewith.

Attach documents evidencing authority to sign per section 7(a) or 7(b) of the Instructions to Bidders.

IF SOLE PROPRIETOR OR PARTNERSHIP

IN WITNESS WHEREOF the undersigned has set his (its) hand this ____ day of _____, 2019.

Name of Firm:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

Attach documents evidencing authority to sign per section 7(c) of the Instructions to Bidders.

IF CORPORATION

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed by its duly authorized officer this _____ day of _____, 2019.

Name of Corporation:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

ATTEST:

Secretary of Corporation (Signature)

Secretary of Corporation (Printed Name)

State of Idaho Business License Number

If not an authorized manager or member of LLC, attach a document evidencing authority to sign per section 7(d) of the Instructions to Bidders.

IF LLC

IN WITNESS WHEREOF the undersigned has set his (its) hand this ____ day of _____, 2019.

Name of Firm:

Address:

By:

(Signature)

(Email)

(Printed Name)

(Title)

State of Idaho Business License Number