

INVITATION TO BID
DETENTION SUPPLIES
DENTON COUNTY, TEXAS

GENERAL

It is the intent of these specifications to describe the minimum requirements for Detention Supplies in sufficient detail to secure comparable bids. All parts not specifically mentioned which are necessary to provide complete units shall be included in the bid and shall conform to quality to that which is usually provided to the trade in general.

The contract will be in effect from October 1, 2002 through September 30, 2003 with an option to renew for two additional years at the discretion of the Denton County Commissioners Court. Prices must remain firm during contract period.

Delivery will be FOB various Denton County Offices. All delivery charges, i.e., packing, inside delivery, are to be included in the bid price. All items delivered need to be unloaded and taken inside designated delivery address. Delivery shall be made within 10 days from time of order between the hours of 8:00 a.m. and absolutely no later than 5:00 p.m., Monday through Friday, excluding holidays.

Each bidder shall be held to have examined the areas and premises under consideration and confirm he fully understands these specifications and the County's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

Any unit not conforming to these specifications will be rejected and it will be the responsibility of the manufacturer to conform with the requirements unless deviations have been specifically cited by the bidder and acceptance made on the basis of the exception.

The bid analysis will include compliance to bid specifications, maintenance plans, past performance with vendor, warranty, references, delivery time and the overall cost to Denton County. Denton County reserves the right to consider deviations from these specifications.

Award of contract and any subsequent renewals will be contingent on availability of Denton County funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Denton County if accepted by the Commissioners Court of Denton County, Texas. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his firm in a contract: **“Bid: Detention Supplies.”**

CONFLICT OF INTEREST: No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.

TERMINATION OF CONTRACT: This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Denton County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

TERMINATION FOR DEFAULT: Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Denton County reserves the right to terminate the contract immediately in the event the successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications

When requested, samples shall be furnished free of expense to Denton County.

Testing may be performed at the request of Denton County anytime during the length of the contract through an independent testing laboratory. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meets specifications, then the cost will be borne by Denton County.

Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.

EXCEPTIONS/SUBSTITUTIONS: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Denton County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.

ITEMS supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notifications, the item will become a donation to the county for disposition.

It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Denton County reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Quantities indicated are estimates based on the best available information and do not constitute an order. The County will purchase according to its actual needs and may purchase more or less than the estimated listed amounts. Orders will be placed on an as-needed basis.

FUNDING: Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Denton County fiscal year shall be subject to budget approval.

GOVERNMENTAL ENTITIES utilizing inter-governmental contracts with Denton County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than Denton County will be billed directly to that governmental entity and paid by that governmental entity. Denton County will not be responsible for another governmental entity's debts. Each governmental entity will order their own material as needed. The quantities furnished in this bid document are for Denton County only. It does not include quantities for any other governmental jurisdiction.

SPECIFICATIONS:

Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Denton County within ten (10) days after a written request is submitted by Denton County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Denton County.

The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

It is the Bidder's responsibility to promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in the bid specifications or between the contract documents and such other related documents.

Bidders may bid on all or any part of this bid. The County reserves the right to accept or reject all or any part of any bid and award by part or total bid.

The successful vendor's proposed catalog must offer a full range of detention supplies, including common brand name items. **All items must include a Specification sheet from current catalog and submitted with bid. Failure to submit a catalog with bid may be reason for rejection of bid.** Any catalog items not included in the percentage discount must be stated on the bid form as an exception to the specifications and will be considered in the overall evaluation.

BID SHEET

Item	Description	Qty.	Product, Name & Number	Cost
1.	Mattress, 30" x 75" x 4", Flame- Resistant, Waterproof, Antibacterial, 100% polyester densified batting	30 each		\$
2.	Mattress, 25"x75"x4", Flame-Resistant, Waterproof, Antibacterial, 100% polyester densified batting	500 each		\$
3.	Pillows, 20"x26", Flame-Resistant, Vinyl covered, Cotton batting core	100 each		\$
4.	Latex Exam Gloves, 6mil thickness, Light powder, 100 per box, Size small to large	300 boxes		\$
5.	Men's White Briefs, Poly/Cotton blend, Size small to x-large	50 dozen		\$
6.	Colored Tee Shirts, Poly/Cotton Blend, Crew neck, Short Sleeve, available in varies colors, Size med. to x-large	400 dozen		\$
7.	Slippers, Stretchable uppers with flexible rubber soles, Individually bagged	600 dozen		\$
8.	PVC Shower Sandals, Anti-Fungal & Anti-Bacterial, Reverse grooves on sole, Size small to xx-large, Brown	2000 pairs		\$
9.	PVC Snap Shoes, Safety-Strap with snap, One-piece construction, Size 9 to 13	600 pair		\$
10.	Low Top Canvas Shoes, Canvas uppers, Rubber non-marking soles, Color - Navy, Size 9 to 13	700 pairs		\$
11.	Low Top Socks, Cotton blend, Color white, One size fits all	85 dozen		\$
All items must include a Specification sheet from current catalog and submitted with bid.			TOTAL	\$
_____ % Discount to Manufacture's Suggested List Price shall apply to all items listed in an enclosed catalog.			Delivery Time	
Exceptions to specifications by item: _____				

Company Name

Authorized Signature

Address

Name (Printed or Typed)

City, State, Zip

Title

Phone

Date

Fax

E-Mail

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20 _____.

Notary Public in and for the
State of _____.

Denton County is always very conscious and extremely appreciative of the time and effort you must expend to submit an offer. In an effort to better serve our customers, the Purchasing Department would appreciate your taking the time to answer the following statement.

HOW DID YOU RECEIVE NOTICE OF THIS REQUEST FOR BID?

Please answer Yes or No

_____ ***Newspaper advertisement.***

_____ ***Announcement posted by Denton County Purchasing***

_____ ***Downloaded from Denton County Purchasing Website***
www.dentoncounty.com

_____ ***Notice received from Denton County Purchasing Department.***

_____ ***Other:*** _____

Do you or your company subscribe to a newspaper? _____ **Yes** ___ **No**

Do you or your company own or have access to a computer? _____ **Yes** ___ **No**

Is your company a member of any on-line business that manages the distribution and reporting of Bids, RFPs and quotes? _____ **yes** ___ **No**

If yes, what is the name of the business? _____