

Request for Proposals

for

**Uniformed Logo Wear, Promotional,
and Screen-Printed Clothing**

for the City of Sioux Falls

Guidelines and Requirements for Submittal

Request No. 20-0091

Prepared by: City of Sioux Falls
Purchasing Division
June 2020

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01 Purpose of the RFP

This Request for Proposal (RFP) is issued by the City of Sioux Falls acting through all City departments and the Purchasing Office (hereinafter referred to as the "City"). The purpose of this RFP is to establish a contract with a qualified vendor for uniformed logo wear, promotional, and screen-printed clothing. The resulting contract from this RFP will provide uniformed logo wear and screen-printed clothing to the City.

1.02 Contact Person, Telephone, Fax Number, and Email

The Purchasing Specialist is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the Purchasing Specialist. Unauthorized contact regarding the RFP with other City employees may result in the vendor being disqualified.

Purchasing Specialist, Brian Van Horssen
Phone: 605-367-8604
Email: bvanhorssen@siouxfalls.org

1.03 RFP Schedule of Events

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: June 5, 2020
- Virtual preproposal meeting: June 10, 2020, at 10 a.m.
- Proposals due: June 25, 2020, 2 p.m.
- City issues Notice of Intent to Award a Contract approximately: July 2020
- City issues contract approximately: August 2020

1.04 Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit one (1) original (marked "Original") and four (4) copies of the proposal in a sealed envelope or package. Digital media containing a PDF of the proposal along with the media submitted for price lists must include the Offeror's company name, name of the solicitation, and date on flash drive (i.e. pin or jump drives).

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Customer Service Counter
Attention: Brian Van Horssen
Request for Proposal (RFP: Uniformed Logo Wear, Promotional, and Screen-Printed Clothing)
RFP No. 20-0091
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the location specified (located on ground floor of City Hall) no later than 2 p.m., Central time, on June 25, 2020. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05 *Amendments to the RFP*

If an amendment to this RFP is issued, it will be posted on the website under Requests for Proposal: www.siuouxfalls.org. Cite Request No. 20-0091.

1.06 *Notice Provided*

The Request for Proposal and any amendments to the RFP will be posted on the following website: www.siuouxfalls.org. Cite Request No. 20-0091.

1.07 *Preproposal Meeting*

A preproposal meeting will be held June 10, 2020, at 10 a.m. This will be a virtual meeting.

- Dial-in Info: 1-605-367-8898
- Extension: 8898
- Participant Code: 943-4666

**SECTION TWO
BACKGROUND INFORMATION**

2.01 *Background Information*

The City is requesting proposals for Uniformed Logo Wear, Promotional, and Screen-Printed Clothing for the City of Sioux Falls.

2.02 *Current Expenditures*

Last year, the City spent approximately \$50,000 on logo wear and uniformed screen-printed clothing.

SECTION THREE SCOPE OF WORK

3.01 Introduction

The City intends to contract with the qualified firm or firms whose proposal is deemed to be the most advantageous to the City. No contract will be awarded solely on the basis of price. Only those proposals determined to meet all of the requirements of this RFP will be given consideration. Any proposals that are deemed to be nonconforming to the stated requirements will be rejected. Therefore, proposing firms shall use particular care in reviewing the RFP requirements as set forth in this document.

3.02 General Billing Requirements

The City seeks an efficient billing process. The City requires invoicing to each account, as requested, at no additional charge to the City. The billing format will be reviewed and approved by the contract administrator previous to the final contract agreement. Offeror must thoroughly describe their ability to accept and process orders using purchase orders or purchasing cards. Offerors must also discuss their ability to receive online payment via purchase card, receive an electronic funds transfer from the City, and/or a seamless electronic interface to City accounting systems.

Offerors are invited to provide any other information that they feel is relevant to this RFP process. For example, would the Offeror provide any additional services at no cost to the City or assist the City in evaluating its existing needs and future needs.

The City **will not** accept fuel surcharges, delivery charges, or any other miscellaneous fees and/or surcharges.

3.03 Product Support and Customer Service Requirements

Customer Service

The City seeks a high level of customer service. Customer service representatives will be assigned to each account by area and shall be familiar with all aspects of the City's requirements and conditions of the contract. The Contractor must promptly notify the City's contract administrator of any changes to the list of customer service representatives.

Customer service should be available through a variety of means including, but not limited to, the following methods: online, email, phone, and fax. Orders, whether by purchase order or by credit card, will be placed by various City employees, departments, and locations.

3.04 Federal Requirements

The Offeror must identify and comply with all known federal requirements that apply to the proposal, the evaluation, or the contract. In addition to support on existing products and supplies, the Offeror must be able to provide continued education on new product opportunities.

3.05 Professional Apparel

Various departments within the City wear apparel embroidered with the City's logo. Examples include dress shirts, long-sleeve button-up shirts, short-sleeve polo shirts, jackets, and vests.

Due to the large variety of items that may be selected by the respective departments and the timing of the orders, the City requests a percentage discount from retail pricing (price listed in the catalog of products – see Attachment 3).

At the time a department is prepared to order apparel, that respective department will work with the Vendor to finalize the order. The percentage discount will then be applied to the order.

3.06 Artwork

Artwork must be approved by the department staff placing the order. All use of the City logo will follow City logo standards, provided by City, to ensure consistency in branding. Vendor must have the ability to deliver artwork designs electronically for approval.

The City logo guidelines are included in this RFP (Attachment 5). When a City logo is required to be embroidered or screened on a garment, the City will provide the Offeror with a digital file of the City logo. There are a number of different logos. Care should be taken to consider the different types of logos being provided.

3.07 Warranty

The Offeror warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials. That goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

The Offeror shall provide information on a return and refund policy which shall include embroidered and nonembroidered items. At a minimum, if an article of clothing is delivered damaged or is a different item/size/color/etc. than that requested by the City and City notifies Offeror within thirty (30) days after delivery is received and accepted then corrections, repairs or replacement shall be performed by Offeror at no additional charge.

3.08 Packaging of Orders

The City will place both bulk and individual clothing orders specific to an employee. This information will be provided to the vendor by the City on an order form or website (provided by vendor) with the employee's name and department. The Offeror will individually package and tag/label the items associated with each employee, identifying the employee for who the order is intended. Delivery tickets or shipping statements shall show the quantity, part number, unit prices, total price, and employee name(s).

There will be no minimum order for screen printing or embroidery.

3.09 Items on Back Order/Unavailable

Vendor must provide a list of any item(s) on back order or that are unavailable within forty-eight (48) hours of order placement.

3.10 Delivery Information

All pricing shall be on an F.O.B. destination basis and shall include all delivery costs (freight, packaging and handling). All items shall be delivered within 2-4 weeks of order date. The City will accept late delivery on back ordered items only.

The vendor shall have the ability to prioritize and expedite urgent orders when needed. If an order is expedited, please identify any applicable charges in the cost proposal (Attachment 3).

3.11 Replacement Items

If a manufacturer discontinues a garment specified in this contract, during the period of the contract, the Offeror will identify another garment of equal or greater quality for substitution (with the approval of the City).

3.12 Custom Website

Suppliers shall have an online ordering website with the ability to accept purchase orders, City credit cards, and personal credit cards. Supplier shall also accept orders called in by phone and paid with credit cards or purchase orders.

3.13 Invoices

All invoices shall be emailed to financeap@siouxfalls.org, and, at a minimum, clearly state the following:

1. Name of department and department contact person.
2. Order date and ship date.
3. Items listed individually with part numbers.
4. Unit, extended, and total price.
5. Invoice number and date.
6. Contract number.
7. Purchase Order Number (if applicable).

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term, Extension, and Renewal Options

The City intends to enter into a contract with an initial term of three years, with options for up to two (2), one-year contract renewal or extensions.

4.02 Contract Type

This contract is a fixed price with adjustment contract. The initial contract price will be based upon price discounts submitted by the Offeror, subject to contract negotiations with the City and shall be firm for the first year of the contract. Price adjustments will be negotiated at the request of either party in the extension periods or through an adjustment clause.

The City must be notified in a timely manner of all price decreases.

The Contractor will meet with the Contract Administrator not less than two (2) times per year to conduct a contract and performance review of the contract. These meetings will be in person in Sioux Falls. This review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies. If necessary, appropriate adjustments to the pricing may be negotiated yearly if agreed upon by both parties.

Written requests for price changes in term contracts after the firm price period must be submitted in writing to the City. Should the City elect to exercise the option to renew the contract for additional year(s), the price change for the additional year(s) shall not exceed five (5) percent in any year.

Any increase will be based on the Offeror/Contractor's actual cost increase only, as shown in written documentation. All requests for price increases must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the City: (1) the request may be granted; (2) the contract may be canceled and solicitation may be readvertised; or (3) continue the contract without change.

The City will accept or reject all such written requests within thirty (30) days of the date of receipt of Offeror's request for price increase and receipt of proper written documentation, whichever is later.

If a price increase is approved, the City will issue an amendment to the contract specifying the date the increase will be effective. Contractor will be required to send notice to all users of the contract. All products and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed.

When the City rejects a request for a price increase, the Contractor will be notified and the contract will continue without change.

Before large orders (greater than \$1,000.00) are approved, the Contractor shall provide the City with a written quotation detailing clothing type, discounts, and all applicable charges. This quote shall be provided within three business days. The City reserves the right to secure proposals from other companies at any time during this contract.

4.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04 Additional Terms and Conditions

The City reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposed evaluations.

4.05 Supplemental Terms and Conditions

Proposals, including supplemental terms and conditions, will be accepted, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

1. If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
2. If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06 Contract Approval

This RFP does not, by itself, obligate the City. The City's obligation will commence when the Mayor signs the contract. Upon written notice to the Contractor, the City may set a different starting date for the contract. The City will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the City.

4.07 Taxes and Taxpayer Tax Identification

The Contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The City is not responsible for and will not pay local, state, or federal taxes. The City sales tax exemption number is 1018-1374-ST, and certificates will be furnished upon request by the purchasing agency.

**SECTION FIVE
EVALUATION CRITERIA AND CONTRACTOR SELECTION**

**THE TOTAL NUMBER OF POINTS USED
TO SCORE THIS CONTRACT IS 100**

5.01 *Demonstrated Ability to Provide Acceptable Materials and Services*

Thirty percent (30%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the criteria set out below:

1. Does the Offeror have the ability to offer a full line of logo wear clothing in all sizes and colors identified in the bid?
2. Does the Offeror offer long tall sizing? If so, on what kinds of garments?
3. Does the Offeror have a dedicated art department with a dedicated staff of graphic designers to create original creative artwork for T-shirts and other clothing? Offeror shall supply samples of artwork.
4. Does the Offeror have the ability to create creative embroidered designs in multiple colors on any garment?
5. Does the Offeror have multiple suppliers to source the needs of all City departments? If so, how many?

5.02 *Product Support and Customer Service*

Twenty-five percent (25%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the criteria set out below:

1. Does the Offeror commit to assign a local account specific representative(s) to the City account to visit with City staff at various City locations?
2. Does the Offeror provide an online ordering website with the ability to accept purchase orders and credit cards for purchases?
3. Does the Offeror have the ability to bring in samples of clothing to various City departments to view and try on or visit the store to view vendors selection?
4. Does the Offeror have the ability to deliver the products to the City free of charge?
5. Does the Offeror have the ability to deliver all orders within 2-4 weeks of receipt of the order?

5.03 Experience and Qualifications

Fifteen percent (15%) of the total possible points will be assigned to this criterion.

Proposals will be evaluated against the criteria set out below:

1. Does the Offeror provide a minimum of three (3) references for “like-sized” accounts with which the firm has conducted business and performed similar services as outlined in this RFP?
2. Does the Offeror provide qualifications of company representatives to be assigned to City accounts as well as backup personnel outlined in the submitted proposal?
3. How many years has the Offeror been in business?

5.04 Contract Cost

Thirty percent (30%) of the total possible evaluation points will be assigned to cost.

Proposing firms shall submit a comprehensive price list along with catalogs with the percent decrease from list price. Proposal cost will be determined by the costs submitted for the uniformed logo wear and screen-printed T-shirts (Attachments 3 and 4) and a random sampling, to be determined by the City, of at least ten items with the decrease from list price applied prior to converting the costs.

Converting Cost to Points

After applying any reciprocal preference, the lowest cost proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other proposals will be determined as follows:

$$\frac{\text{Price of Lowest Cost Proposal}}{\text{Price of Proposal Being Rated}} \times \text{Total Points for Cost Available} = \text{Awarded Points.}$$

Example:

$$\$1,000 / \$1,500 \times 30 \text{ points} = 20 \text{ points}$$

Any prompt payment discount terms proposed by the Offeror will not be considered in evaluating cost. The lowest cost proposal will receive the maximum number of points allocated to cost.

5.05 Samples/Testing

Offerors may be required to provide any requested product samples for testing. The City will determine the products for testing. There will be no cost to the City for the testing of these products. Products selected for sample must be delivered in a timely manner.

The requesting department will conduct the testing to determine performance and acceptability.

SECTION SIX PROPOSAL FORMAT AND CONTENT

6.01 *Proposal Format and Content*

The City discourages overly lengthy and costly proposals. However, in order for the City to evaluate proposals fairly and completely, Offerors must follow the format set out in this RFP and provide all information requested. The Offeror's proposal shall include a point-by-point response for each paragraph in this RFP.

6.02 *Introduction*

Proposals must include the complete name and address of Offeror's firm and the name, mailing address, and telephone number of the person the City should contact regarding the proposal.

Proposals must confirm that the Offeror will comply with all provisions in this RFP. The proposal must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict.

Proposals must be signed by a company officer empowered to bind the company. The Offeror's failure to include these items in the proposals may cause the proposal to be determined to be nonresponsive and the proposal may be rejected.

6.03 *Demonstrated Ability to Provide Acceptable Materials and Services*

Offerors must provide a comprehensive response to Section 5.01. Responses must be in the same sequence as they appear in Section 5.01. If necessary, an Offeror must provide supporting narrative and documentation when required in response to the requirements of this section.

6.04 *Product Support and Customer Service*

Offerors must provide a comprehensive response to the product support and customer service requirements specified in Section 5.02. Responses must be in the same sequence as they appear in Section 5.02. Offerors must provide supporting narrative and documentation when required in response to the product support requirements.

6.05 *Experience and Qualifications*

Offerors must describe the experience of their firm in delivery of uniformed logo wear and screen-printed clothing specified in Section 5.03. Additionally, Offerors must provide information specific to the personnel assigned to accomplish the work called for in this RFP. Offerors must provide a narrative description of the organization and personnel team. Provide the following information about each person listed:

1. Title/name.
2. Experience.
3. Description of the type of work the individual will perform.

If an Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform. Offerors are responsible for all work performed by their subcontractors.

Offerors must provide three reference names and phone numbers for similar projects the Offeror's firm has completed. The City reserves the right to contact any references provided by the Offeror. Offerors are invited to provide letters of reference from previous clients.

6.06 Cost Proposal

The Offerors should list all products and services and discounts available to the City. All costs associated with the contract must be stated in U.S. currency and represent the monthly reoccurring rates. For commodities being imported, the price must include any applicable customs, brokerage agency fees, and duties if any.

The Offerors must list any additional service charges not identified, such as long-distance charges for international calls.

6.07 Required Enclosures

The Offerors shall include all-inclusive price lists, along with applicable discounts, for all products available. The Offerors shall also take care to include requested submittal information detailed through the request for proposal documents.

- Price Lists in Excel format
- Samples of Artwork
- PDF of Proposal
- Digital Media Flash Drives
- 1 - Proposal marked "Original"
- 4 - Copies of the Proposal

SECTION SEVEN STANDARD PROPOSAL INFORMATION

7.01 *Authorized Signature*

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

7.02 *City Not Responsible for Preparation Costs*

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03 *Conflict of Interest*

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

7.04 *Offeror's Certification*

By signature on the proposal, the Offeror certifies that it complies with:

1. The laws of the state of South Dakota.
2. All applicable local, state, and federal laws, codes, and regulations.
3. All terms, conditions, and requirements set forth in this RFP.
4. A condition that the proposal submitted was independently arrived at without collusion.
5. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City).

If any Offeror fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

7.05 *Offer Held Firm*

Proposals must remain open and valid for at least thirty **(60) days** from the deadline specified for submission of proposals.

7.06 *Amendments to Proposals and Withdrawals of Proposals*

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the City's request. After the deadline, Offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the City may retain the Offeror's bid bond or other bid type of bid security, if one was required.

7.07 Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

7.08 Subcontractors

Subcontractors may be used to perform work under this contract. If the Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the Offeror must provide the following information concerning each prospective subcontractor within **five (5) working days** from the date of the City's request:

1. Complete name of the subcontractor.
2. Complete address of the subcontractor.
3. Type of work the subcontractor will be performing.
4. Percentage of work the subcontractor will be providing.
5. Evidence, as set out in the relevant section of this RFP that the subcontractor is registered and, if applicable, holds a valid South Dakota business license.
6. A written statement, signed by each proposed subcontractor that clearly verifies that the subcontractor is committed to render the services required by the contract.
7. A copy of the Offeror/subcontractor contract verifying the Offeror as the sole responsibility for any and all services under this RFP and financially liable, without exception, to the City for all services contracted by the Offeror under this RFP.

The Offeror's failure to provide this information, within the time set, may cause the City to consider its proposal nonresponsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the City's Purchasing Specialist or contract administrator designated by the City.

7.09 Joint Ventures

Joint ventures are acceptable. If submitting a proposal as a joint venture, the Offeror must submit a copy of the joint venture agreement that identifies the principles involved and its rights and responsibilities regarding performance and payment.

7.10 Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with Offerors determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.11 Right of Rejection

The City reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The Purchasing Division may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

The Purchasing Division may waive minor informalities that:

- Do not affect responsiveness.
- Are merely a matter of form or format.
- Do not change the relative standing or otherwise prejudice other offers.
- Do not change the meaning or scope of the RFP.
- Are insignificant, negligible, or immaterial in nature.
- Do not reflect a material change in the work.
- Do not constitute a substantial reservation against a requirement or provision.

The City reserves the right to reject any proposal determined to be nonresponsive and to reject the proposal of any Offeror determined to be nonresponsive. The City also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.12 Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal evaluation committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

7.13 Contract Negotiation

After final evaluation, the Purchasing Division may negotiate with the Offerors of the highest-ranked proposals. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If any Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and negotiate with the Offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they may be held at City Hall, 224 West Ninth Street, Sioux Falls, SD—a date and time to be determined.

If contract negotiations are held, the Offeror will be responsible for all costs including its travel and per diem expenses.

7.14 Failure to Negotiate

If the selected Offeror:

- Fails to provide the information required to begin negotiations in a timely manner.
- Fails to negotiate in good faith.
- Indicates it cannot perform the contract within the budgeted funds available for the project.
- If the Offeror and the City, after a good-faith effort, cannot come to terms.

The City may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest-ranked Offeror.

7.15 Notice of Intent to Award—Offeror Notification of Selection

After the completion of contract negotiations, the contract administrator will issue a written Notice of Intent to Award and send copies to all Offerors. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.

Successful Offerors named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful Offeror and the City sign the contract.

Any bidder who is aggrieved in connection with the award of a contract may protest. The protesting bidder shall file a written statement with the Purchasing Manager during normal business hours within seven calendar days of the date the Mayor signed the bid award document.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

1. Evaluation Summary.
2. General Terms and Conditions.
3. Uniformed Logo Wear Cost Proposal.
4. Screen-Printed T-shirt Cost Proposal.
5. Logo Guidelines.

ATTACHMENT 1 EVALUATION SUMMARY

RFP 20-0091							
Evaluator's Name _____		Vendor Being _____					
Evaluated _____	Weight	Outstanding (10 pts.)	Good to Excellent (6 -8)	Marginal (3 or 4 pts)	Unacceptable (0 pts)	Subtotal	
Evaluation Criteria for Firm Selection							
Demonstrated Ability to Provide Acceptable Materials and Services	30						
Product Support and Customer Service	25						
Experience and Qualifications	15						
Contract Cost	30						
Grand Total	100						
Grading: Outstanding = 10 There is no 9 as a score, Adequate to Excellent = 6,7,8 There is no 5 as a score. Marginal = 3 or 4. There is no 1 or 2 as a score 0 = Unacceptable							
Note: There can only be one Firm scored as outstanding per category.							
Notes							

Attachment 2
General Terms and Conditions
for Solicitations for the Invitation for RFP
Supplies, Equipment, Materials, or Services

Purpose: The purpose of this request is to provide the City of Sioux Falls with a contract for the purchase of supplies, equipment, materials, or services as specified herein.

1. Instructions to Bidders:

Thoroughly examine the drawings, specifications, schedule, instructions, and all other solicitation documents.

- a. Make all investigations necessary to be familiar with conditions that affect the bid, such as, but not limited to, plant and facilities for delivery of material and equipment. No plea of ignorance by the bidder as a result of failure to investigate or examine conditions or failure to fulfill details of the contractual documents will be accepted as basis for varying the requirements of the **City** or changing the compensations due.
- b. Provide all required information on the forms furnished. Print or type name on bid and manually sign all copies in the space and on the forms provided. Telegraphic, fax, email, and online responses **will not be accepted** unless specifically authorized in the terms and conditions of the solicitation. If you obtained this solicitation by Internet posting, your response shall not contain any alteration to the document posted other than entering data in the spaces provided or including attachments as necessary. By submission of a response, offeror affirms that no alteration of any kind has been made to this solicitation.
- c. Provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.
- d. Show your proposed delivery time (ARO days). Include weekends and holidays in counting days or months.
- e. Do not include sales taxes as the **City** is exempt from payment of these taxes.
- f. All prices quoted are to be F.O.B. destination, City of Sioux Falls, Sioux Falls, South Dakota. Only F.O.B. destination bids will be considered.
- g. All bids must be current and final at the time of opening in order to be considered responsive.

2. Bidder's Certifications/Agreements:

- a. You certify that you are duly qualified, capable, and otherwise bondable business entity.
- b. You warrant that all applicable patents and copyrights which exist on items bid have been adhered to and further, you warrant the **City** shall not be liable for any infringement of those rights. Such rights granted the **City** shall apply for the duration of the contract or for the life of the equipment or supplies purchased. **City** agrees not to sell, convey, barter, or otherwise extend the use or exclusive right granted herein to anyone other than **City** employees for official use as described in this contract. **City** will not knowingly or intentionally violate any patent, license, or copyrights applicable to items sold hereunder.

- c. You certify that any substitute brand or item bid upon matches the performance and essential characteristics of the item in the specifications and agree to replace it in the event it does not conform. All information, brochures, specifications, etc., necessary to determine the alternate item conforms to that stated in the specifications, must be submitted with each offer.
 - d. You warrant the offered price will be held firm and subject to acceptance by the **City** for a period of thirty (30) calendar days from the opening date.
 - e. You affirm that any response has not included any preparation in collusion with any other bidder, and that the contents of any response as to prices, terms, or conditions of said response have not been communicated in any manner to any other person engaged in this type of business prior to the official opening of this solicitation.
3. **Completing the Bid Form:** All bids must be made on the bid forms provided by the City. Information shall be typed or printed in ink. Erasures and/or corrections must be initialed by the preparer. Each bid must be signed in ink by the bidder or authorized officer.
 4. **Quality and Brand:** The specifications included herein are the minimum specifications for each product. Bidder shall indicate brand names of products to be supplied. Any material delivered that does not meet or exceed the specifications as awarded will be rejected.
 5. **Price Discrepancies:** Any discrepancies between the bid unit price and extension shall be resolved in favor of the unit price.
 6. **Local Preference:** By virtue of statutory authority, preference will be given to materials, products, and supplies found or produced within the state of South Dakota. Bidders residing in South Dakota shall be allowed a preference over the bid of any bidder from any other state enforcing or having a preference for resident bidders, equal to such preference.
 7. **Conflicting Federal Rules Govern on Subsidized Projects:** The letting of any public contract in connection with funds that are granted or advanced by the United States of America shall be subject to the effect, if any, of related laws of said United States and valid rules and regulations of federal agencies in charge or governing use and payment of such federal funds. Bid awards when federal funds are involved must be made to the lowest responsive and responsible bidder without regard to state preferential bid provisions.
 8. **Envelope:** Each bid must be sealed and submitted in or under cover of an envelope. All bids must be identified with the bid number and date of opening to be considered as a valid bid. Descriptive literature, if required, may be submitted in the provided envelope or a separate envelope. If in a separate envelope, the lower left corner of that envelope shall be identified as "Literature for Bid Request" and the Bid Request number. No prices shall be quoted on the literature.
 9. **Quantities:** The quantity indicated for each item in the specifications is estimated only, and the City reserves the right to order less or more as dictated by actual needs.

10. **Orders, Invoices, and Payments:** Purchase orders or government procurement cards will be issued/used at time of award and/or throughout the contract period for actual quantities ordered. Invoices or packing slips shall be submitted with the bill to the address indicated on each order. Payments shall be processed upon receipt of correct invoice (or normal procurement card process) after receipt and acceptance of each delivery.
11. **Questions:** All questions shall be directed to Purchasing, Third Floor, City Hall, 224 West Ninth Street, P.O. Box 7402, Sioux Falls, South Dakota 57117-7402; telephone 605-367-8013. If Purchasing deems it of general interest, the answer shall be issued in written addendum to each vendor that has been sent a bid request.
12. **Withdrawal of Bids:** A bid may be withdrawn by the bidder by letter, telegram, facsimile, or in person before the time set for the opening of bids. No bid shall be withdrawn for a period of 30 (thirty) days after the bid opening.
13. **Contract:** The successful bidder(s) will be required to enter into contract by signature on separate contract documents which will be prepared by the City from information in this bid request and the successful bidder's response thereto.
14. **Nonappropriation of Funds:** In the event funds are not budgeted or appropriated for any fiscal year, purchase under this contract shall impose no obligation on the City of Sioux Falls and shall become null and void except as to the purchases agreed upon for which funds have been appropriated or budgeted, and no right of action or damage shall accrue to the benefit of the bidder/Contractor, its successors, or assignees, for any further payments.
15. **Entering into Contract:** After receiving notice of a contract award, the successful bidder shall enter into a contract with the City within the time specified in the invitation for bids or RFPs. If any bidder fails to timely enter into the contract, the contract may be awarded to the next lowest bidder unless all bids or proposals are rejected. The defaulting bidder shall be responsible for the difference in price.
16. **Recovery from Defaulting Bidder:** If any successful bidder fails to fulfill the conditions of an awarded contract, the City may proceed to recover from the defaulting party whatever damages may have been sustained as a result of the default. The City shall have all remedies provided in the contract and provided by law.
17. **Right to Protest:** Any bidder who is aggrieved in connection with the award of a contract may contact the Purchasing Manager to discuss the basis for an award. Venue and jurisdiction for any appeals from the award decision are in the South Dakota Circuit Court in Minnehaha County. Such protests and appeals regarding the request for bids and proposals are governed by and must be construed in accordance with South Dakota law.
18. **Disallowance of Noncomplying Bid or Offer, Contracts in Violation Void:** Any bidder or offeror who fails to comply with the provisions of SDCL 5-18A, 5-18B, 5-18C, and 5-18D, or who provides any false information in the submission of any bid or offer is subject to having their bid or offer disallowed by the City. Any contract entered into in violation of SDCL 5-18A, 5-18B, 5-18C, and 5-18D is null and void.

Civil Rights Requirements

- (a) With respect to any and all business conducted or acts performed pursuant to this contract, Contractor shall be deemed an employer within the meaning of Chapter 98 of the Ordinances of the City of Sioux Falls entitled "Human Relations" and shall be subject to the provisions of such chapter.
- (b) In the event Contractor fails to perform the aforesaid contractual provisions, this contract may forthwith be terminated and canceled in whole or in part by the City; and said Contractor shall be liable for any costs or expense incurred by City in obtaining from other sources the work and services to be rendered or performed or the goods or properties to be furnished or delivered to the City under this contract if terminated or canceled.
- (c) Should the Human Relations Commission, in a proceeding brought forth as provided in Chapter 98 of the Code of Ordinances, find that the said Contractor has engaged in discrimination in connection with this contract and issue a cease and desist order with respect thereto, the City shall withhold up to 15 percent (15%) of the contract price until such time as the Commission's order has been complied with or the Contractor has been adjudicated not guilty of such discrimination.
- (d) Contractor will permit access to any and all records pertaining to hiring and employment and to other pertinent data and records for the purpose of enabling the Human Relations Commission, its agencies, or representatives to ascertain compliance with the provisions of Chapter 98 of the Sioux Falls Code of Ordinances applicable to said Contractor.
- (e) This section shall be binding on all of the subcontractors and/or suppliers of Contractor.

Attachment 3 Cost Proposal

Offerors shall provide pricing based on a discount from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

All apparel shall be new, unused, current models, and not previously sold to another customer. They shall be free of defect in material and workmanship.

- Offerors shall provide a price in the format of a percentage discount off a current list price. Offerors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges incurred in fulfilling requirements.
- Offerors are encouraged to offer additional discounts for onetime delivery of large single orders to the City of Sioux Falls. The City of Sioux Falls may negotiate additional price concessions based on quantity purchases of any products under the contract.
- Offerors must submit products, services, warranties, etc. in price list
- Offeror must submit restocking and refund procedures and related fees.
- Media submitted for price list must include the Offeror’s company name, name of solicitation, and date on flash drive
- **Please submit price lists and or catalogs in excel or delimited format only.**

Provide a listing of all catalogs available to the Offeror.

Gildan or equal	
Quantity	% Off Published List Price
0–10	
11–50	
50 plus	

Sport-Tek or equal	
Quantity	% Off Published List Price
0–10	
11–50	
50 plus	

Port & Co. or equal	
Quantity	% Off Published List Price
0-10	
11-50	
50 plus	

Tri Mountain or equal	
Quantity	% Off Published List Price
0-10	
11-50	
50 plus	

Port Authority or equal	
Quantity	% Off Published List Price
0-10	
11-50	
50 plus	

Percent discount off all other catalog orders.	
Quantity	% Off Published List Price
0-10	
11-50	
50 plus	

Cost to add 3 to 6 color embroidery to any clothing item
3 1/2 inches long to 1 3/4 inches long.

\$ _____ ea.

Cost to expedite, manufacture, and ship of an order with
a delivery time of less than two weeks.

\$ _____

Attachment 4

Screen-Printed T-Shirt Cost Proposal

Item No.	Description	Estimated Quantities	Unit Price
1.	T-Shirts		
	Reinforced crew neck, no pockets, short-sleeved. Minimum 6 oz. set-in sleeves, hemmed sleeves and bottom. One-hour artwork shall be included in price.		
	Fabric to be a polyester/cotton blend preshrunk.		
	Color: Must provide a complete color palette.		
	Vendor must provide a sample of shirt.		
	Sizes S–XL (Base shirt price no screen print)	3,000	\$ _____ ea.
	Additional costs or upgrades (per shirt)		
	Subtract: 5.4 oz. Shirt 50/50 blend (minimum 100 per order)		\$ _____ ea.
	Add: For Sizes XXL		\$ _____ ea.
	Add: For Sizes XXXL		\$ _____ ea.
	Add: For Sizes XXXXL		\$ _____ ea.
	Add: For Long Tall		\$ _____ ea.
	Add: 100 percent cotton shirt		\$ _____ ea.
	Add: Beefy T (Hanes)		\$ _____ ea.
	Add: Pocket T-Shirts: 50/50		\$ _____ ea.
	Add: Pocket T-shirts, 100 percent cotton		\$ _____ ea.
	Add: Sleeve Imprint		\$ _____ ea.
	Add: Pocket Imprint		\$ _____ ea.
	Add: 3/4 length sleeve T-shirt		\$ _____ ea.
	Add: Long Sleeve Ts—50/50		\$ _____ ea.
	Add: Long Sleeve Beefy T (Hanes)		\$ _____ ea.
	Add: Long Sleeve T's with Pocket (long-tall)		\$ _____ ea.
	Add: Long Sleeve T's with Pocket		\$ _____ ea.
	Add: Additional art per hour		\$ _____ ea.
	Add: Sweatshirts 11 oz. 100 percent cotton		\$ _____ ea.
	Add: Hooded Sweatshirts 11 oz. 100 percent cotton		\$ _____ ea.

Please fill out the cost table below for each additional color per shirt (do not include the price of the shirt when calculating these costs) and total the columns from left to right. This total in part is used to determine the low bid.

One Side Imprint							
Quantity	1-Color	2-Color	3-Color	4-Color	5-Color	6-Color	Total
0-24							
25-49							
50-99							
100-199							
200-299							
300-499							
Total							
Two Side Imprint							
Quantity	1-Color	2-Color	3-Color	4-Color	5-Color	6-Color	Total
0-24							
25-49							
50-99							
100-199							
200-299							
300-499							
Total							

Total Bid Price \$ _____

Attachment 5

Logo Guidelines

Logo Guidelines

The following guidelines illustrate the proper use of the City of Sioux Falls logo.



Primary Color Logo
The logo may be represented in full color using either spot color or 4 color process printing techniques.

Logo Spacing
No other object should be placed within the safe area around the logo. The safe area is an area identified by the height of the letter "S" in the logo.



Horizontal Color Logo
The logo may be represented in full color using either spot color or 4 color process printing techniques.



Black & White Logo
This logo should be used when the logo is to be printed in black and white.



Reversed Out Logo
The reversed out logo may be used on dark backgrounds that provide sufficient contrast, or on a brand color as shown.



Color Palette

The color palette provides a guide for keeping a consistent color scheme within the logo. Consult the color palettes shown below and work closely with professional printing services to ensure proper color palettes are used.



HEX: 0B3B60
RGB: 11-59-96
CMYK: 100-78-36-29
Pantone® 2955 C



HEX: 0076AA
RGB: 0-118-170
CMYK: 93-47-15-1
Pantone® 7690 C



HEX: 5FB3E4
RGB: 95-179-228
CMYK: 58-14-0-0
Pantone® 2915 C



HEX: 691D33
RGB: 105-29-51
CMYK: 38-93-62-45
Pantone® 7421 C



HEX: 8A2433
RGB: 138-36-51
CMYK: 30-95-75-30
Pantone® 202 C



HEX: C12033
RGB: 193-32-51
CMYK: 16-100-87-7
Pantone® 200 C



HEX: CF5A58
RGB: 207-90-88
CMYK: 15-78-63-2
Pantone® 2032 C



HEX: 075F31
RGB: 7-95-49
CMYK: 90-36-100-32
Pantone® 2427 C



HEX: 008544
RGB: 0-133-68
CMYK: 92-22-100-10
Pantone® 2258 C



HEX: 7FBC42
RGB: 127-188-66
CMYK: 56-3-100-0
Pantone® 376 C



HEX: E05929
RGB: 224-89-41
CMYK: 7-79-97-1
Pantone® 7579 C



HEX: EAAA21
RGB: 234-170-33
CMYK: 7-35-100-0
Pantone® 124 C