CITY OF AUSTIN, TEXAS

Purchasing Office

REQUEST FOR PROPOSAL (RFP)

SOLICITATION NO: PAX0116

DATE ISSUED: 03/31/2014

REQUISITION NO.: 14031400255

COMMODITY CODE: 20092

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Sai Xoomsai Purcell
Senior Buyer Specialist

Phone: (512) 972-4016
E-Mail: sai.xoomsai@austintexas.gov

Terra Green
Buyer II
Phone: (512) 972-4022
E-Mail: terra.green@austintexas.gov

COMMODITY/SERVICE DESCRIPTION: Industrial Clothing, Supplies, and Service

PRE-PROPOSAL CONFERENCE TIME AND DATE: 04/10/2014, at 9:00 am, local time

LOCATION: 15 Waller Street, 3rd floor Conference Room

PROPOSAL DUE PRIOR TO: 05/13/2014, 2:00 pm, local time

PROPOSAL CLOSING TIME AND DATE: 05/13/2014, 2:00 pm, local time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the address below:

City of Austin, Purchasing Office
Municipal Building
124 W 8th Street, Rm 308
Austin, Texas 78701
Reception Phone: (512) 974-2500

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL DOUBLE-SIDED AND 10 (TEN) ELECTRONIC COPY OF YOUR RESPONSE. The electronic version must be in pdf format.

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	13
0500	SCOPE OF WORK	12
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	1
0700	REFERENCE SHEET – Complete and return	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0825	WORKPLACE CONDITIONS AFFIDAVIT – Complete and Return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

I agree to abide by the City's MBE/WBE Procurement Program Ordinance and Rules. In cases where the City has established that there are no M/WBE subcontracting goals for a solicitation, I agree that by submitting this offer my firm is completing all the work for the project and not subcontracting any portion. If any service is needed to perform the contract that my firm does not perform with its own workforce or supplies, I agree to contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service and am including the completed No Goals Utilization Plan with my submittal. This form can be found Under the Standard Bid Document Tab on the Vendor Connection Website:

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If I am awarded the contract I agree to continue complying with the City's MBE/WBE Procurement Program Ordinance and Rules including contacting SMBR if any subcontracting is later identified.

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:_____

Federal Tax ID No.: _____

Printed Name of Officer or Authorized Representative:_____

Title:_____

Signature of Officer or Authorized

Representative:_____

E-Mail Address: _____

Phone Number: _____

*** Proposal response must be submitted with this Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm						
Physical Address						
Is Firm located in the Corporate City Limits? (circle one)	Yes			No		
In business at this location for past 5 yrs?	Yes			No		
Location Type:	Headquarters	Yes	No	Branch	Yes	No

Section 0700: Reference Sheet
Please include the following information if required in the solicitation:

Responding Company Name _____

1. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

2. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

3. Company's Name _____

   Name and Title of Contact _____

   Present Address _____

   City, State, Zip Code _____

   Telephone Number (_____)_____ Fax Number (_____)_____

   Email Address _____

4. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

5. Company's Name _____

Name and Title of Contact _____

Present Address _____

City, State, Zip Code _____

Telephone Number (_____)_____ Fax Number (_____)_____

Email Address _____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

A. Bidder must answer the following questions in accordance with Vernon's Texas Statues and Codes Annotated Government Code 2252.002, as amended:

   Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

   Answer:_____

   (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
   (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

B. If the Bidder id a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

   Answer:_____ Which State:_____

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

   Answer:_____

CITY OF AUSTIN
WORKPLACE CONDITIONS AFFIDAVIT
IN ACCORDANCE WITH ORDINANCE NO. 20070621-152
FOR ALL FACILITIES INVOLVED IN THE PERFORMANCE OF THIS CONTRACT
SOLICITATION NO. PAX0116
For
Industrial Clothing, Supplies and Service

State of Texas
County of Travis

I, _____, being first duly sworn, depose and say:

1. The following are the names of any country of production and the names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this code, which I shall update to indicate any changes to this list of subcontractors, or facilities during the term of the contract:

Description of goods or services		
Country of Production		
Name of Facility		
Physical Address		
City, State, Zip Code		
Phone Number		

[List as necessary, attach additional sheet if needed]

2. Attached and incorporated by reference is an initial and current copy of each of the above-referenced facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any. I shall update this attachment to indicate any change to this information and these standards and policies during the term of this contract.

Contractor's Name: _____

Printed Name: _____

Title _____

Signature of Officer or Authorized Representative: _____

Subscribed and sworn to before me this _____ day of _____ 20_____.

_____ My Commission Expires _____
Notary Public

CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

   All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to sai.xoomsai@austintexas.gov no later than close of business ten calendar days before the proposal due date.

2. **INSURANCE:** Insurance is required for this solicitation.

   A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

      i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
      ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
      iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
      iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

         City of Austin Purchasing Office
         P. O. Box 1088
         Austin, Texas 78767

   B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

      i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are $100,000 bodily injury each accident, $500,000 bodily injury by disease policy limit and $100,000 bodily injury by disease each employee.
         (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
            (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
            (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
      ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
         (1) The policy shall contain the following provisions:
            (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
            (b) Contractor/Subcontracted Work.
            (c) Products/Completed Operations Liability for the duration of the warranty period.
            (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
         (2) The policy shall also include these endorsements in favor of the City of Austin:

(a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage

iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident.

(1) The policy shall include these endorsements in favor of the City of Austin:
(a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
(b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
(c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

3. **PROPOSAL / RESPONSE BOND: ("BOND")**

A. All Offers shall be accompanied by a Bid / Proposal / Response Bond in an amount of not less than five percent (5%) of the total Offer. The Bid / Proposal / Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.

B. The Bid / Proposal / Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Bid / Proposal / Response Bond will be returned to the Offeror. The Bid / Proposal / Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Bid / Proposal / Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

4. **PERFORMANCE BOND:**

A. The Contractor shall provide a Performance Bond in an amount equal to **2%** of the Contract amount within fourteen (14) calendar days after notification of award. The Performance Bond serves as security for the faithful performance of all of the Contractor's obligations under the Contract. The Performance Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding $100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.

B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

5. **TERM OF CONTRACT:**

A. The Contract shall be in effect for an initial term of **60 months** and may be extended thereafter for up to **one additional 60-month periods,** subject to the approval of the Contractor and the City Purchasing Officer or his designee.

B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

6. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

7. **DELIVERY REQUIREMENTS:**

A. Delivery is to be made within five (5) business days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.

B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.

D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

8. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

9. **RESTOCKING FEES:**

A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.

10. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**

A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.

C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.

D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

ITEMS 11 AND 12 BELOW COVER SAMPLES – EXACT REPLICA AND REPRESENTATIVE THAT MAY BE REQUIRED BY VARIOUS DEPARTMENTS

11. **SAMPLES – EXACT REPLICA:**

A. If Offeror proposes a manufacturer other than specified in this Solicitation, Offeror shall submit an exact replica of the goods to be provided. This sample shall be provided within two (2) working days after request by the City.

B. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

C. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

D. For Austin Energy, send samples to the following address:

City of Austin	
Department	Austin Energy
Address	721 Barton Springs Rd
City, State Zip Code	Austin, TX 78704
Attn:	Gage Loots

Other departments may request exact replica sample on as needed basis. Address will be provided at time of request.

12. **SAMPLES – REPRESENTATIVE:**

A. The Offeror shall submit a representative sample of the goods to be provided per specification RFP PAX0116. This sample shall be provided within five (5) working days after request by the City. At a minimum, the representative sample shall reflect the following:

B. The Offeror must also submit with the sample a statement from the manufacturer that guarantees the goods will be manufactured in accordance with the City specifications and that delivery requirements will be met. Failure to do so may subject the Offer to disqualification from consideration for award.

C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.

D. Samples will be provided at no cost to the City, will be retained by the City, and may be used in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

13. **PUBLISHED PRICE LISTS:**

A. Offerors may quote using published price lists in the following ways:

i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.

B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.

C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30-calendar days after written notification. The City reserves the right to refuse any list revision.

D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.

E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

14. **WORKPLACE CONDITIONS CODE ("CODE"):**

A. The Austin City Council adopted Ordinance No. 20070621-152 **(Attachment E)** on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding $5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.

B. In this code:

i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding $5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.

ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.

iii. Worker means:

(1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;

(2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and

(3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.

C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.

D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.

E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.

F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.

G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.

H. **Wages and Benefits:** A Vendor shall pay wages that comply with the Living Wages and Benefits Provision contained in this Solicitation.

I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.

J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.

K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.

L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.

M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:

i. as a punitive measure against workers for exercising their right to freedom of association; or
ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.

N. **Vendor Recordkeeping Requirements:**

i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:
   (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation)**:
      (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
      (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
   (2) An agreement in which the Contractor commits to the following:
      (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
      (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
      (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
   (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
   (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not

be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.

vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.

O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.

P. **Enforcement; Penalties:**

i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.

ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.

iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.

iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.

v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:

(1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;

(2) paying back wages to workers who worked to manufacture products or services supplied to the City; or

(3) re-instating a worker who has been dismissed in violation of the law.

vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.

vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.

viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.

ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.

x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

15. **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.

D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

ITEMS 16 AND 17 BELOW COVER WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION THAT MAY BE REQUIRED BY VARIOUS DEPARTMENTS

16. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).

17. **WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

A. Access to the City Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the City building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.

B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.

C. Contractor personnel will be required to check in at the security desk when entering or leaving the City building and security badges must be on display at all times when in the building. Failure to do so

may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.

E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

18. **ECONOMIC PRICE ADJUSTMENT:**

A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.

C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:
(1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
(2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
(3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
(4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
(5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
(1) Utilize final Compilation data instead of Preliminary data
(2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or $ of Base Price: 75%

Database Name: Producer Price Index Industry Data	
Series ID: 4481	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Clothing Stores	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 75%	
Weight % or $ of Base Price: 25%	
Database Name: U.S. Department of Labor Employment Cost Index for Wages and Salaries	
Series ID: CIU2020000430000A	
☒ Not Seasonally Adjusted	☐ Seasonally Adjusted
Geographical Area: n/a	
Description of Series ID: Private Industry Workers	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: 25%	

E. **Calculation:** Price adjustment will be calculated as follows:

Adjustment of a Portion of the Base Price: A portion of the Base Price changes such that only part of the price is adjusted, while the balance of the Base Price remains fixed. The portion of the Base Price subject to adjustment is defined in D iii. above.

Index at time of calculation
Divided by index on solicitation close date
Equals change factor
Multiply the Base Price by the portion of Base Price subject to change = weighted portion
Multiply the weighted potion times the change factor
Equals the Adjusted Price for the portion of the Base Price subject to the Index change
Add the portion of the Base Price not subject to adjustment
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

19. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental

agencies through an interlocal cooperative agreement.

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Scope of Work
Solicitation No. RFP0116
Industrial Clothing, Supplies, and Service

1.0 Purpose

This contract is for uniforms, supplies, sewing, and alterations for various departments for City of Austin (COA) personnel. It is the City's preference to award a single contract for all uniform needs and services described herein; however, the City reserves the right to make multiple awards based on individual or groups of specific line items, by cost, convenience, or any criteria deemed to be most advantageous by the City. The City also reserves the right not to award any line items or group of line items.

The City seeks a Contractor to provide a uniform services model that includes professional sizing, alterations, and Arc rated clothing at the Contractor's local facility. The Contractor shall recognize that City employees have varying shifts depending on the work they perform. As such, employees may visit the local facility (storefront) to try-on, alter, purchase, exchange/return items during regular store hours. Alternatively, items may be drop-shipped to the City Department and then taken to the storefront for alterations and/or exchanges/returns.

It is required that the Contractor provide and manage a web-based ordering system that will allow the City to place orders for uniform items online using a unique password and user id. The City also requires online reporting that tracks uniforms, supplies, and services issued by department, employee, item type, and total. Information maintained inside this system shall be readily exportable in a common data format as determined upon contract award and execution. The City will export data on a recurring basis and at the conclusion of the contract. All data maintained for the City is the property of the City. Each Department shall have the option to utilize the web-based ordering system and recordkeeping system if they choose to do so at any point within the contract.

The Contractor is required to operate a storefront within the Austin Corporate City Limits and an online ordering system with recordkeeping capabilities.

2.0 Definitions

2.1 Standard sizes refer to sizes of the general population that are traditionally stocked and sold off the shelf.

2.2 Nonstandard sizes refer to reduced and extended sizes that are considered more uncommon and are provided by a manufacturer by special or custom requests. Extended sizes should be available through size 10 XL and extra-long.

2.3 Repairs means to return or restore a broken, damaged, or failed uniform item to an acceptable operating condition or state.

2.4 Alteration means to modify or resize a uniform item to an acceptable operating condition or state.

2.5 The application of patches means to produce and sew on customizable COA logo patches on to hats, uniforms, and jackets.

2.6 The application of embroidery means to produce and sew on department and/or employee names on to hats, uniforms, and jackets.

3.0 Uniform Tasks/Requirements

3.1 Contractor's Responsibilities

3.1.1 Contractor shall have experience providing similar services for similar volume sized agencies for a minimum of the past five (5) previous years and should provide documented proof with their proposal in the form of references.

3.1.2 The Contractor shall offer online catalog accessibility to the City Department Contract Manager and personnel upon execution of the contract.

3.1.3 Upon request by the City following contract award, the Contractor may be asked to submit the manufacturer's catalog electronically or provide alternate documentation that all brands listed under Attachment A are currently commercially available.

3.1.4 For those items that are unique in sizing, custom-sized, not cost effective, or not readily available to purchase from this Contract, the City reserves the right to purchase those items off-Contract, from a third party. The Contractor shall not be responsible for any purchases or transactions made off-Contract or through a third party.

3.1.5 Contractor shall supply written laundering and care instructions to each employee for each order. Instructions shall be in compliance with industry best practices and manufacturer recommendations for each product.

3.1.6 **Specifications for apparel and accessories (softgoods) and personal protective equipment (hardgoods).** Items shall meet the specifications described below:

3.1.6.1 Each item shall be tagged with standardized sizing, material, and care labeling.

3.1.6.2 All items and materials shall perform under normal wear and tear for at least twelve (12) months with no ripping or unraveling of seams, stitching, points of stress, or failure of glue or other adhesives.

3.1.6.3 All items and materials shall be designed and manufactured to withstand extensive field use.

3.1.6.4 All fabric shall meet or exceed the standard shrinkage allowance of approximately 2%, be colorfast, durable and guaranteed machine-washable. The fabric used shall include a fashion clear finish and soil release that combines with color bright retention, has moisture absorbency, and provides maximum comfort.

3.1.6.5 All items shall be packaged for delivery in accordance with industry standards.

3.1.6.6 Arc Rated Jeans Minimum Requirements

In the event Offeror proposes another brand and or style as an "equivalent," below are the minimum requirements:

a. One relaxed style and one original and/or straight leg fit style for both the men and women's Arc jeans.

b. At least one 100% FR cotton style option for men and women's AR jeans.

c. An Arc Rating (ATPV): 12.0 cal/cm2 or higher.

d. No hammer loops on AR jeans.

e. Exterior labels showing the jeans to be AR (flame resistant).

f. Meets ASTM 1506, NFPA 70 E and OSHA 29 CFR 1910.269 requirements.

g. AR jeans shall have a washing instructions label sewn inside it.
h. Shall have readily available stock.

3.1.6.7 Flame Resistance (FR) Henley

a. ATPV (Arc Rating) equal 10.9 or higher

b. Fabric: 88% cotton 12% high tenacity nylon Indura® Ultra Soft® or buyer approved equivalent meeting NFPA 70E, ASTM F1506, and OSHA 1910.269.

c. Collar: Matching ribbed knit collar set two-needle stitching at neck hole.

d. Sleeves: Long sleeves with lined rounded cuffs. Sleeves are attached with a two-needle coverstitch.

e. Front: Plain with 1-3/8" wide placket front, 6" long with two, 20 ligne, woodtone buttons. Outside edge of placket is stiched to shirt front. Close shoulder seam is constructed with a two-needle coverstitch.

f. Back: One piece back with "FR" embroidered logo in black and red thread in yoke area. Inside back has a coverstitched half-moon shaped yoke piece for attaching label.

g. Pockets: One left breast pocket with round bottom and lined, coverstitched hem. Pocket dimensions are 4 5/8" x 5 ¼", set with edgestitching and rectangle tack at each upper corner.

h. Patch: Shall be embroidered on such that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable.

i. Label: All shirts have a label permanently attached in the lower right side seam indicating lot number, size, and fiber content. A label permanently attached at the bottom right front indicates brand identification, care instructions, and MADE IN USA. A swiftack label attached to shirt contains all of the above information plus the statement **"Secondary Protection Only."** Indura® Ultra Soft® brand label is attached on the outside of the lower right front.

j. Sizes: Small (14-14½), Medium (15-15½), Large (16-16½), X-Large (17-17 ½), 2X-Large (18-18½), and 3XL (19-19½), and 4XL(20-20½). Long lengths available in sizes Large – 4X-Large.

3.1.6.8 Flame Resistant (FR) Work Shirt

a. Arc Rating (ATPV) equal 8.7 or high

b. Fabric: 88% cotton 12% high tenacity nylon Indura® Ultra Soft® or buyer approved equivalent meeting NFPA 70E, ASTM F1506, KHAKI in color.

c. Collar: Dress style buttondown banded collar, fully lined with cotton, 1/4" topstitching. Band is lined with cotton, and is two needle topstitched. Collar points are secured with a 14 ligne woodtone button/buttonhole closure.

d. Sleeves: Long sleeves with lined rounded cuffs lined. Cuff width 2-1/2", topstitched 1/4". Sleeves have a 1-1/8" wide finished placket with button/buttonhole closure and are set with a safety stitch and two needle topstitching.

e. Front Closure: Top center left front 1-1/2" lined with cotton, 7/8" hemmed right front. Seven 20 ligne four hole woodtone buttons. Buttonholes are lockstitched. One pocket and flap each front. One each 14 ligne and 20 ligne spare replacement buttons at bottom right front.

f. Back: One pleat each side with two piece yoke, bottom hemmed 3/16". Close sides seams are felled.

g. Pockets: One oversized hex pocket on each front, set with two needle topstitching and bartack reinforced at each upper corner. Self-material pencil compartment in left pocket. Button through closure on pockets

h. Patch: Shall be sewn on such that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable.

i. Label: All shirts must have a label permanently attached indicating lot number, size, and fiber content. A second label permanently attached must indicate brand identification, care instructions, and location made. On long sleeve shirt, a label tab printed with "FR" must be inserted to be viewable when worn. A label must be attached to shirt containing all of the above information plus the statement **"Secondary Protection Only."**

j. Sizes: Small (14-14 1/2), Medium (15-15 1/2), Large (16-16 1/2), X-Large (17-17 1/2), 2X-Large (18-18 1/2), and 3-XL (19-19 1/2). Sleeve lengths: S (32"), M (34"), L(36"), and XL (38"). Sizes of shirts will range from 13 ½ x 28 ½ to 22 x 38.

3.1.7 **Sewing, Embroidery, Screen Printing, and Alteration Services -** The services outlined in this section refer to services that take place at the release of an order and after the initial purchase of the item and the City's acceptance.

If emblem sewing, emblem removal, or alteration permanently damage a garment and results in the garment being unusable, Contractor shall be liable for replacement cost of garment. The Contractor shall replace unusable garments within five (5) business days.

3.1.7.1 Sewing

a. The Contractor shall attach emblems, patches, and embroidered name strips as requested or according to given specifications.

b. The Contractor shall provide emblem sewing (including attaching and removing patches, embroidered name strips, etc.)

c. Emblems, patches, and name stripes are to be provided by the City or the Contractor and sewn on by the Contractor for all City of Austin patches, emblems, and name strips.

d. Uniform Shirts, Jacket, and Caps

- The Contractor shall sew on any emblems, patches, and embroidered name strips to each uniform shirt, jacket, or cap prior to picking up or shipping the completed product.
- Sewing shall be double stitched to ensure patch does not detach from clothing.

e. Trousers

- Trousers shall be altered to the hem size indicated on the order prior to picking up or shipping the completed product. The City reserves the right to order trousers without a hem.
- Alterations of hems on pant legs shall not have multiple folds and shall be sewn in place.

f. Stitching

- Thread tension shall be evenly maintained to eliminate tight or loose stitching.
- Seam allowances shall be maintained to eliminate all raw edges, run-offs, twists, pleating, or open seams.
- All seams carrying load or stress shall be double-stitched.
- Seam ends shall be tacked or secured by other seams.
- Stitching line ends and thread breaks shall be overlapped by at least one-half inch.
- All stress areas shall be secured with bar tacks or other reinforcements.

3.1.7.2 Embroidery and Silkscreen/Screen Printing

a. On occasion, the City may request special run uniform items for embroidery or silkscreen/screen printing. The City will work with the Contractor to finalize the placement and design of all embroidery or silkscreen/screen printing.

b. The Contractor shall provide embroidery of items as requested. The City will be responsible for art charges and a one (1) time set up fee for any new designs, emblems, and/or logos.

c. All screen-printing shall be opaque plastisol type ink. The Contractor shall provide ink color varieties.

d. The Contractor shall provide a sample of the final product and submit it for City approval. Contractor shall not start production without written approval from the City

3.1.8 **Return and Exchange**

3.1.8.1 If the City deems it necessary to return or exchange items purchased under this contract within thirty (30) calendar days of receipt, the Contractor shall permit return or exchange at no additional charge. There shall be no restocking or freight charged to the City for return or exchange of any garment purchased.

3.1.8.2 If there is a difference in price of the items exchanged, Contractor shall invoice the City for the difference or provide the City with credit.

3.1.8.3 Contractor shall agree to issue credit of any merchandise returned in good condition or received by the City damaged within thirty (30) calendar days after receipt of goods without any restocking or handling charges.

3.1.8.4 The Contractor shall guarantee exchange of ill-fitting items within five (5) business days of notification for standard sizes and ten (10) business days for non-standard sizes.

3.1.8.5 Garments with patches and/or embroidery will only be returned or exchanged if the Contractor has provided incorrect or damaged goods.

3.1.9 **Samples, Certification and Test Requirements**

3.1.9.1 During the term of the contract, the Contractor will be required to submit a sample of each item requested, at no cost to the City. Samples submitted by the Contractor will become property of the City, will not be considered part of any future order, and will be retained as quality control samples throughout the life of the contract. Samples will not be returned at the end of the contract.

3.1.9.2 The Contractor shall provide samples within five (5) business days after notification by the City.

3.1.9.3 The Contractor shall submit a published sizing chart for each sample item, showing the key measurements (chest, waist, hip, etc.) for each size as well as a written certification of manufacturer, material type, and weight.

3.1.9.4 The City reserves the right to submit the requested samples for testing by any testing laboratory selected by the City, in order to verify conformity to the stated specifications and/or certifications. If samples do not pass inspection tests, the Contractor shall pay for the cost of testing.

3.1.10 **Ordering, Delivery, Training, and Uniform Retirement**

3.1.10.1 The Contractor shall provide a web-based ordering system that can be accessed by each City Department with a unique password, provide a pick list of standard uniform items, alterations, and repair services to order, and an order history for the City to review and track.

3.1.10.2 The Contractor shall allow City staff to buy extra uniform items at the Contractor's local facility from any approved catalog for contract pricing with their own personal funds.

3.1.10.3 Contractor shall not place minimum quantity requirements on orders for any item.

3.1.10.4 The Contractor shall process orders within five (5) business days after receiving order by Department's Contract Manager (except weekends and City approved holidays) for all items that do not require custom embroidery, patch application, or the application of a name tab. The Contractor shall process orders within ten (10) working days if the item requires embroidery, patch application or the application of a name tab.

3.1.10.5 The Department's Contract Manager shall be able to order alterations or repairs to uniform items online off a set menu. Once the City Department's Contract Manager has generated the purchase order, City staff will take the uniform item to the Contractor's local facility, and the Contractor shall complete repairs and alterations within five (5) days of drop-off at Contractor facility.

3.1.10.6 The Contractor shall notify the Department's Contract Manager by email or phone when the order is ready to ship or ready for pickup at the Contractor's location.

3.1.10.7 Alterations will be picked up at Contractor's storefront. City staff will try on and approve garments prior to accepting product.

3.1.10.8 All orders shall include the following on packing slip:

- Department name
- Purchase Order number
- Employee name
- Description of items shipped
- Quantity of items shipped
- Unique reference number that tracks the order from origin to receipt of invoice

3.1.10.9 Shipped orders shall be packaged in individual bags with the end users name indicated on the outside of the package when the end users name is identified.

3.1.10.10 The Contractor shall provide any needed training and customer service support by email and phone to City staff for the online ordering system throughout the life of this contract.

3.1.10.11 The Contractor shall provide kiosk at storefront for walk in City staff.

3.1.11 **Collecting, Securing, Disposing, and Recycling of Retired Uniforms Requirement**

3.1.11.1 City Departments may require standard uniform items to be turned in on a "one for one basis" in exchange for new issues.

3.1.11.2 The Contractor shall collect used standard uniform items from the City staff member at the Contractor's local facility when a new order is picked up by the City staff member.

3.1.11.3 The Contractor shall record on an electronic record if the City staff member did not turn in the prerequisite number of uniform items required. A report identifying the name of the City staff member, along with what uniform items were <u>not</u> turned in to the Contractor, shall be

available for the contract administrator to review on at least a weekly basis.

3.1.11.4 The Contractor is not required to enforce the City's uniform exchange policy. Department management will follow up with personnel as needed.

3.1.11.5 The Contractor shall be responsible for collecting, securing, disposing, and recycling of retired uniform items in the most secure and sustainable way.

3.1.12 **Reporting and Invoicing Requirements**

3.1.12.1 Contractor shall email a monthly invoice with a report showing the detail of all purchases for the month to each City Department within ten (10) business days after the end of the reporting month.

3.1.12.2 Only items or services received and signed off by Department Contract Manager may appear on the invoice.

3.1.12.3 Electronic reports shall be made available on demand by the Contractor to the Department Contract Manager. The reports shall show a detailed description of line items or services purchased by the City and the total quantities and dollar value of items and services purchased with the capability of filtering by a selected date range (daily, weekly, monthly, quarterly, or yearly), and item/service type.

3.1.12.4 Additional technical information regarding the Online Ordering System is detailed below:

a. Reporting metrics shall include at a minimum: number of orders submitted; number of orders filled; number of backorders; total sales; total sales by department; sales by type of garment, brand and manufacturer.

3.1.13 **Online Ordering System**

3.1.13.1 The City's minimum expectations are:

a. System shall be internet/web based

b. Ordering system shall be compatible with the City of Austin requirements.

c. System shall be capable of providing unique logins and passwords protection for all City staff.

d. System shall provide auto-routing of order for Department Contract Manager approval prior to final submission of order.

e. System shall provide a mechanism to flag orders that are beyond the set allowances prior to submission of the order by the supervisor

f. System shall allow for password recovery for users to receive email of password if forgotten.

g. System shall provide an on-screen editable preview to user of requested order prior to submission of order.
h. System shall be accessible twenty-four (24) hours a day and seven (7) days a week.

i. Complete and deployed for general customer use and shall be accessible thirty (30) calendar days after contract award.

j. System shall include unique identification and password for each Department Contract Manager capability similar to standard online ordering systems such as Amazon.com.

k. The system shall have the ability to accept contract cards tied to contractor account (pro-cards) online for City staff orders. System shall provide a quick reference capability that will locate desired item by description, catalog number, manufacturer, or other quick reference methods.

l. System shall provide a quick reference capability that will locate desired item by description, catalog number, manufacturer, or other quick reference methods.

3.1.14 **Single Point of Contact, Facility, and Work Hour**

3.1.14.1 Contractor shall employ an Account Manager dedicated to the City account. The assigned Account Manager shall have an in-depth knowledge of the City's contract to include provisions, list of approved items, as well as have access to all manufacturers providing the product. Upon request, the Account Manager or designee shall be available to attend meetings to discuss contract or uniform issues as well as have the ability and authority to make all decisions on behalf of the Contractor.

3.1.14.2 Contractor shall provide sourcing personnel for new items requested.

3.1.14.3 The Contractor shall maintain a fully staffed, commercial, brick and mortar facility with adequate parking, located within the corporate city limits of Austin that provides regular operating hours for both goods and services during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding City holidays. The Contractor's staff at that facility shall be properly trained in order to provide all City staff with prompt and courteous service.

3.2 **City's Responsibilities**

3.2.1 The brands and items listed in Attachment A and Attachment B represent past items/brands purchased by the City. The City reserves the right to add or delete additional manufacturers, brands, or line items throughout the life of the contract. The Contractor shall provide pricing or a discount from MSRP as requested, and the City will evaluate the pricing.

3.2.2 The City reserves the exclusive right to determine whether an item is a "buyer-approved equal" to the line item specified in the solicitation. For purposes of comparison, the City may define equivalency to mean something less than "an exact replica in every detail," but something that "generally matches the specified item in form, fit, and/or function."

3.2.3 The City reserves the option to purchase any items from other manufacturers that the Contractor provides discount/markup percentage for.

4.0 Sustainable Preference

Preference shall be given to vendors who can provide products with sustainable attributes. Sustainable attributes can include, but are not limited to; Organic Cotton (OC), Refurbished Material (RM), Locally Harvested (LH), Locally Manufactured (LM), Recycled Content (RC), Take Back program (TB), Fair Trade (FT) and/or Fair Labor (FL). Provide the sustainable attribute code which best fits the item below. For example, if the uniform contains Organic Cotton, place 'OC' next to the corresponding item below. If the product has a sustainable attribute not listed here, clearly state what the attribute is. If no sustainable attributes are available, leave the cell blank.

Evaluation of Sustainable product offerings will be based on the number of line items with sustainable attributes from Attachment B, Price Proposal.

5.0 <u>Emblems and Patches Specifications</u>

At sole decision of the Department Contract Manager, the City may provide emblems and patches or Contractor may be required to provide emblems and patches for the order.

All details not specifically described herein, including but not limited to styling, construction, color, materials, and components shall match the standard reference samples to be provided to awarded bidder. Emblems and patches will be sewn on apparel or heat-sealed on COA caps.

5.1 Performance Requirements: emblems and patches shall perform under normal wear and tear for a minimum of twelve (12) months without ripping or coming undone.

5.2 Material Requirements:

5.2.1 Emblems and patches shall be made of 100% polyester thread.

5.2.2 Emblems and patches may be 100% embroidery or a combination of embroidery and twill material. Samples will be provided to awarded bidder of emblems and patches and will govern the manufacture of the final product. Approval of final samples will be made by a designated COA employee.

5.3 Design and Construction:

5.3.1 Borders of emblems and patches shall be marrow or laser finish.

5.3.2 Backing of emblems and patches for sewing on apparel shall be plastic.

5.3.3 Backing of emblems and patches for placement on caps shall be heat seal compatible type.

5.3.4 Actual sizes of emblems and patches will be provided to the Contractor after award of contract.

5.3.5 Colors of emblems and patches shall be floriani Polyester/ FUFU thread colors or equal as per industry standards. All colors used in the manufacture of emblems and patches for a department shall match all other emblems and patches for that department.

5.3.6 Font for lettering used by each department shall match all other emblems and patches for that department. Size of font and bold of lettering will be determined upon approval of the samples by a COA employee.

5.4 Certification

5.4.1 After proposals are received, samples may be requested from the bidders by the City of Austin. Proposers shall provide samples within ten (10) calendar days of notification. Notification may be in writing or by phone. Requested samples are to be provided at no cost to the City. With each sample, bidder shall submit written certification regarding thread type, thread manufacturer, and color(s) used.

5.5 Other Requirements

5.5.1 After award of the contract, samples of current City of Austin emblems and patches will be provided to the Contractor. Emblems and patches ordered shall match quality, construction, color, and all components of the samples provided to the Contractor. If emblem or patch is new and no sample is available, Contractor shall provide a sample of the new emblem or patch to City Department Contract Manager for approval. Once the new emblem or patch is approved, Contractor shall match quality, construction, color, and all components of the new match with future orders.

5.5.2 Contractor shall guarantee replacement of improperly manufactured emblems and patches. Such replacement shall be made within two (2) weeks from time of notification.

6.0 ADDITIONAL SPECIFICATIONS FOR AUSTIN ENERGY

6.1 Technical Requirements:

6.1.1 Contractor shall meet the ITT System Requirements (Attachment C)

6.1.2 The system shall be able to allow security profiles allowing AE users to only have access to AE specific items for ordering; May want to also have a possible “super-user” with access to all items under the contract.

6.2 Delivery Requirements: On-Site Tailoring, Measuring, Repairs and Pick-up (“Services”) at Contractor Facility

6.2.1 Minimum Criteria for On-Site Tailoring, Measuring, Repairs and Pick-up (“Services”)

a. After the initial order, all products with an estimated quantity greater than 30 requires the Contractor keeping adequate supplies on hand at this facility to enable AE employees to pick up Arc rated clothing items on an as-needed basis.

b. After the initial order, for all products with an estimated quantity less than or equal to 30, Contractor shall have the item(s) available for pickup within five (5) business days.

c. Facility shall have the capability to perform clothing alteration/repairs on site for products listed in this solicitation. Alterations/repairs shall be completed within 24 - 72 hours at no additional cost to the City.

6.2.2 Delivery shall be no later than five (5) business days of order being placed or needs to be available for in-store pickup if local vendor.

6.3 Embroidery

6.3.1 Embroidery on Arc rated clothing needs to meet the criteria outlined in the Attachment D, AE Logo Requirements for Flame Resistant Shirts

6.4 AE Logo Requirements for Flame Resistant Henley and Work Shirts

Logo: Shall be sewn via patch or embroidered directly to flame resistant shirt so that the bottom of the lightning bolt is 3/4 inch above the left pocket centered. Heat sealing shall not be acceptable. All logos shall be embroidered and sewn from the same type of flame resistant thread as the flame resistant shirts. No material shall be used that does not meet or exceed the flame resistant specifications of the flame resistant shirts (specifically ASTM F1506-02a, OSHA 29 CFR 1910.269 (1) (6) (iii) and NFPA 70E and an Arc Rating (E_{BT}) of 8.3 cal/cm^2 (ASTM F1959). Austin Energy logo is a multi-color logo using Pantone matching System (PMS) or CMYK (process color). PMS Colors are PMS129 – yellow; PMS 179 – red; Black and text shall be white. The registered trademark shall always accompany the logo. The registration marks is to appear in black or a contrasting color to the shirt. Logo should be 3 ½" wide and be placed 1 ½" above the top edge of the pocket. All patches shall be provided by the Contractor, shall be sewn per the specifications and attached artwork, and at no additional cost to Austin Energy. Actual artwork details will be provided to successful vendor when the contract award is made.

CITY OF AUSTIN
PURCHASING OFFICE
INDUSTRIAL CLOTHING, SUPPLIES, AND SERVICE
SOLICITATION NUMBER: PAX0116

1. PROPOSAL FORMAT

It is important to understand that all proposals shall be submitted in the following format.

Submit one (1) double-sided original, and ten (10) electronic version of the complete proposal. The electronic version must be in PDF format.

The original and copies must be submitted on 8.5 x 11 paper, bound or in a 3-ring binder. The original proposal must be clearly labeled as "original."

The one (1) original must include the original signature of the person authorized to sign on behalf of the Proposer.

Include with your proposal all documents as stated on page 2 of the Offer Sheet:

- Cover Page Offer Sheet
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 No Goal Form
- Attachment B Price Proposal Form

Use tabs to divide each part of your proposal.

Provide a Table of Contents.

Throughout proposal provide details, pictures, graphs, examples, and any additional information that you feel clearly demonstrates to the City your company's, program, solution, systems, experience, and complete understanding of the requirements of this Request for Proposal.

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The Executive Summary shall specify which Operational Area(s) are being proposed.

The proposal itself shall be organized in the following format and informational sequence:

A. **Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.

B. **Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.

C. **Program**: Describe your plan for accomplishing required work including implementation plan. Specifically indicate:

   i. A description of your work program by tasks. Detail the steps you will take in proceeding from Section 0500, Scope of Work:
      - 3.1.8 Ordering, Delivery, and Training
      - 3.1.9 Reporting and Invoicing Requirements

- 3.1.10Collecting, Securing, Disposing, and Recycling of Retired Uniforms (include your sustainable effort)
- 3.1.11 Online Ordering System
- Attachment C

ii. Proposer is required to submit a list of all product lines they can offer, prices for specific line items, plus a respective discount/mark-up from Manufacturer's Suggested Retail Price (MSRP) for product line. Proposer shall provide the "over and under sizes" per manufacturer and the percentage that will be charged above the standard sizes (see Attachment B). For custom items that the City will purchase in the future, Proposer shall provide the dealer cost plus mark-up.

iii. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

D **Project Management Structure**: Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.

E. **Prior Experience**: Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2008. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.

F. **Local Business Presence**: The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.

G. **Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying**:

i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.

iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.

iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

H. **Proposal Acceptance Period**: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

I. **Proprietary Information**: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

J. **Authorized Negotiator**: Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.

K. **Cost Proposal**: Vendor is required to submit pricing in the format as outlined in Attachment B - Price Proposal Form.

2. **EXCEPTIONS**:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **PROPOSAL PREPARATION COSTS**:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection**: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors**:

i. **100 points.**

(1) Concept and Solutions Proposed (Grasp of the requirement and its solution(s), responsiveness to terms and conditions, completeness and thoroughness of the technical data and documentation) and Program. **(25 Points)**

(2) Background, Qualifications, Prior Experience of the Similar Size and Scope **(10 Points)**

(3) List of product lines offer **(15 Points)**

(4) Cost per Attachments B **(25 Points)**

(5) Preference for Number of Sustainable Attributes per Attachment B **(5 Points)**

See Section 0500, Item 4.0, sustainable Preference for Evaluation Criteria and instruction

Sustainable preference	Points Awarded
Sustainable preference of 65+ lines	5
Sustainable preference of 55 – 64 lines	4
Sustainable preference of 40 – 54 lines	3
Sustainable preference of 25-39 lines	2
Sustainable preference 10-24 lines	1
No Sustainable preference	0

(6) Technical Solution (**10 Points)**

(7) Local Business Presence (**10 points**)

See Section 0200, Paragraph 12 for Evaluation Criteria, and complete and return Section 0605.

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

The City may determine that it is necessary to interview short-listed Proposers prior to making a recommendation to the City Council. Staff intends to use the following guidelines in selecting Proposer(s) for a short-list. The City may use some, all, or none of these guidelines when selecting Proposer(s) for a short-list.

i. The point difference between the first and second ranked Proposer is less than five points.
ii. The number of Proposer(s) interviewed may depend on the closeness of the scores following evaluation of the written responses.
iii. Any significant gaps in point separation between the top ranked Proposer(s) and lower scoring Proposer(s).
iv. Proposer(s), in the Evaluation Committee's opinion, that are considered qualified to perform the work, on the basis of their written response.
v. Limiting the number of Proposer(s) to be interviewed to no more than 50% or 5 Proposer(s), whichever is less.
vi. Staff may conduct interviews in other cases where staff believes it is in the best interest of the City.