



PROCUREMENT

Request for Proposal #2024-045

Procurement Professional Point of Contact:

Bert Cueva, CPPB

Buyer

(425) 257-8903

bids@everettwa.gov

EMBROIDERED UNIFORM APPAREL

TIMELINE - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	April 17, 2024
Deadline for Final Questions.....	May 16, 2024
Proposal Due Date	May 23, 2024, at 11:59 p.m. Pacific Time
Anticipated Award	June, 2024
Anticipated Contract Start Date	June, 2024
Anticipated Contract Term	2 years with three (3) one-year extension options at the sole discretion of the City of Everett

E-mailed or delivered Proposals are acceptable.

Submit Proposals to:

E-mail: bids@everettwa.gov **OR**

If delivery to: Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, **call** to access the locked elevator.

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m. excluding city observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus one (1) complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

Information & Addenda: All Information including Addenda regarding this solicitation can be found at:

<https://everettwa.gov/2711/Everett-Procurement-Information-Contract>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a Proposal.

Questions: All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding by the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.

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SECTION 1 - INSTRUCTIONS

1.1 PROPOSAL SUBMITTAL

The City must receive the supplier's proposal, in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

No exceptions to the City's terms, conditions, and specifications will be accepted. Any attempt to modify the City's terms, conditions, and specifications may result in a non-responsive proposal.

1.2 OFFER PERIOD

All Proposals submitted must remain open for one hundred and twenty (120) days from the receipt date. The City of Everett reserves the right to extend this period.

1.3 REQUEST FOR DUE DATE EXTENSION

Suppliers may request an extension of the Proposal Due Date. Supplier must supply any justification and additional information that will facilitate an evaluation and decision by the City of Everett. Any approved extension will be issued in an addendum.

1.4 WITHDRAWAL OF PROPOSALS

Suppliers may withdraw a Proposal which has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the Supplier must be submitted to the Procurement Professional named on the Request for Proposal cover sheet.

1.5 SINGLE RESPONSE

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City of Everett, the RFP may be cancelled.

1.6 MULTIPLE PROPOSALS

Suppliers interested in submitting more than one proposal may do so, so long as each proposal stands alone and independently complies with the instructions, conditions and specifications of this Request for Proposal.

1.7 EVALUATION AND AWARD

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City, or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.
- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES & REJECTION OF PROPOSALS

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all Proposals.

1.9 EXCLUDED PARTIES

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

1.10 BUSINESS LICENSE

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

1.11 BID PROTEST PROCEDURES

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46 which can be found at: <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

1.12 NON-ENDORSEMENT

As a result of the selection of a supplier to provide products and services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The supplier agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE

A. Property of the City of Everett

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest and any other material submitted in response to this RFP.

B. Proposals are Public Records

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and except to the extent protected by state and or federal laws will be available for inspection

and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process, unless otherwise required by law.

C. Public Records Exemption / Notice of RCW 39.10.470

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review and the proposer’s designation of confidential may or may not be upheld by a Court.

D. Proposals Not Marked as Confidential

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

E. Process for Disclosing Information

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not within such ten (10) business days serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential” and the City may publicly disclose such material without any liability whatsoever to proposer.

F. Indemnification by Proposer

To the extent that the City withholds from disclosure all or any portion of proposer’s material marked “CONFIDENTIAL”, the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

G. Consent to Procedure

Proposers, by submission of materials marked “CONFIDENTIAL”, acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy

and waives and releases all claims against the City arising from the City's actions taken in accordance with this procedure.

1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

1.15 NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

1.16 COST OF PREPARING PROPOSALS

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

1.17 CONTRACT TERMINATION

In determining any contract award, the City of Everett reserves the right to consider past performance by supplier in City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

1.18 RECYCLE

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

1.19 COOPERATIVE PURCHASING

Suppliers: RCW 39.34 allows cooperative purchasing between public agencies also called political subdivisions. Public agencies which have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Cooperating Political Subdivisions: Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency, directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

SECTION 2 – SCOPE OF WORK

2.1 INTENT

The City of Everett is seeking proposals from qualified suppliers to provide uniform apparel that will be issued to city work crews. Uniforms items include shirts, sweatshirts, jackets and headwear. Unless otherwise specified, embroidery must be applied to each uniform apparel item.

2.2 SCOPE OF WORK

A. Embroidery

1. Unless otherwise requested, apparel must be embroidered with the City of Everett Logo over the left chest.
 - i. Embroidered logo may include department or division title.
 - ii. Sample images provided in Appendix A, B and C.
 - a. **Appendix A:** City of Everett Logo
 - b. **Appendix B:** City of Everett Public Works Logo
 - c. **Appendix C:** City of Everett Animal Shelter Logo
 - iii. The logo size must conform to industry standards based on the requested embroidery location.
2. Headwear must be embroidered with the City of Everett logo forward facing and centered on the front panel of the headwear.
 - i. Sample image provided in Appendix A, B and C.
 - ii. The logo size must conform to industry standards based on the requested location.
3. City of Everett Logos must be the following colors per the Pantone color chart.
 - i. Darker toned colored apparel and headwear. Example: Navy, Green, and Black.
 - a. White (PMS 7549 U) embroidered logo.
 - ii. Lighter toned colored apparel and headwear. Example: Grey, Faded Blue, Faded Denim.
 - a. Navy (PMS 295 U) embroidered logo.

B. Uniform Apparel

A complete list of requested garments is listed on **Form 3.02 Price Sheet**. Types of garments desired include:

- T-Shirts
- Polo Shirts
- Sweatshirts
- Button-up shirts
- Jackets
- Safety Apparel &
- Ballcaps

The City of Everett will require various garment sizes throughout the length of the contract based on employee needs. The most common requested sizes will be small to extra-large.

2.3 **BRAND NAME OR EQUAL**

A. Red Kap Cotton Work Shirts

As annotated for the Red Kap 100% cotton work shirts, suppliers may provide pricing on the brand name or equivalent as described below. Any equivalent offered must be 100% cotton. It is strongly suggested that suppliers provide supplemental information on any product proposed as an equivalent.

“APPROVED EQUIVALENT” – When annotated, the brand name listed is provided as a standard of quality, performance or use desired. Similar item or items of manufacturers other than those listed will be considered if comparable in quality and function.

B. All Other Apparel

The city has determined that only the identified brand-name apparel items will satisfy the City of Everett’s needs. Suppliers must provide pricing only on the item named in the specification including brand(s), model, item number, etc.

2.4 **ORDERING**

A. Quotes

Suppliers must provide an official quote for each purchase order provided by the City of Everett. Each quote must include:

1. The quantities of each item,
2. Unit price,
3. Availability status of items, if known, and
4. The logo to be embroidered on each item.

B. Purchase Orders

Apparel furnished under this contract will be ordered by the issuance of a purchase order to the awarded supplier.

1. Apparel may not be ordered or delivered without a valid purchase order.
2. The City will designate a staff member for each order placed. The staff member will be responsible for answering questions regarding the order and **prior to production of each order,** approving the embroidery proof provided by the awarded supplier.

2.5 **ORDER FULFILLMENT**

Any errors in executing orders (e.g., wrong size, quantity, poor workmanship) will be the sole responsibility of the supplier to remedy.

A. Delivery

1. The awarded supplier must deliver all uniform orders within 30 days of receipt unless a later date has been agreed upon in writing prior to the expected arrival of the apparel item(s).
2. Orders are to be shipped completed and any partial shipments must be approved in advance by the City of Everett.
3. Prices shall include delivery and be F.O.B. Destination

4. The supplier assumes responsibility for the delivery of all products quoted.
5. For evaluation purposes, prices must include sales or use tax per: <https://dor.wa.gov/find-taxes-rates/use-tax>.

B. Backordered Items

In the event delivery cannot be made due to back ordered items, the supplier must notify the city's procurement professional and identified city staff member immediately when known in writing with an estimated ship date.

C. Packing Slips

Each delivery must be accompanied by a packing slip that ideally includes:

1. Date
2. City of Everett Purchase Order number & Invoice number
3. Description of the items, including item number, size, color.
4. Quantity ordered.
5. Quantity shipped.
6. Quantity back ordered and estimated ship date, only if approved in advance.
7. Unit Price
8. Extended Price
9. Total Price

2.6 ORDER TRACKING

For each order, the awarded supplier must communicate the following:

A. After approval of the embroidery proof by the City of Everett

- Estimated ship and delivery dates

B. After orders depart the supplier's location

- Tracking information

2.7 QUANTITIES

The quantities listed in the price sheet are expressly agreed to be an estimated usage only and nothing will bind the City of Everett to purchase any specified number of items. It is also understood that the City of Everett will not be obligated to purchase or pay for any items until ordered and received by the city. The city reserves the right to order and receive quantities as needed.

2.8 RELATED & DISCONTINUED PRODUCTS

Additional products may be added during the duration of the contract in the product categories listed above. Pricing will be requested from the awarded supplier for the item most similarly provided. Upon receipt, review, and approval of the provided pricing, the Procurement Professional will add the additional item(s) to the contract through a documented Contract Amendment.

In the event a garment or headwear is discontinued by the manufacturer and unavailable for additional orders, the awarded supplier must notify the City department designee and the Procurement Professional. The City may select an alternative garment to be added to the contract. If an alternative product is chosen, the supplier will provide pricing for the selected garment(s). Upon receipt, review, and

approval of the provided pricing, Procurement Professional will add the alternative item to the contract through a documented Contract Amendment.

The Supplier shall not affect any change without the prior written approval of the City of Everett Procurement Professional.

2.9 PRICING ADJUSTMENTS

Prices shall remain firm for the duration of the 6-months of the initial contract period. Reasonable price changes based on market conditions and price or cost analysis may be made after the initial contract period. The supplier shall supply documentation satisfactory to the City of Everett such as documented changes to the Consumer Price Index (CPI) for the Seattle-Tacoma-Bellevue area, or a manufacturer's published modification of price change(s) in order for staff to conduct an analysis. CPI information will be used from U.S. Bureau of Labor Statistics.

Category	CPI Series ID
Apparel in Seattle-Tacoma-Bellevue, WA all urban consumers, not seasonally adjusted.	CUURS49DSAA

The City of Everett will evaluate this information to determine if revising the price is considered fair and reasonable to the satisfaction of the City. Requests for any such change are to be made in writing to the Procurement Division. A written contract amendment will be issued by the City which will institute the price adjustment, provide the new prices and establish the effective date for the new prices. No payment for additional items not stipulated in the RFQ shall be paid without prior approval by the Procurement Division. It is the Supplier's responsibility to keep all pricing up to date and on file with the City of Everett.

The supplier shall give the City of Everett Procurement Division, thirty (30) calendar days written notice prior to the effective date of the price increase. The City may cancel by individual line item or contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to the City of Everett retroactive to the effective date of the price reductions.

2.10 PAYMENT

Within thirty (30) days after delivery, acceptance of items ordered and a properly prepared invoice but not more often than once per month the City of Everett will pay the supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Accounts Payable
PO Box 12130
Everett, WA 98206
accountspayable@everettwa.gov

SECTION 3 – PROPOSAL EVALUATION PROCESS

3.1 GENERAL

All proposals will be reviewed to determine compliance with the requirements as specified in the RFP. Proposals will be evaluated on how well the proposal meets the needs of the City, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

3.2 SELECTION PROCESS

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may be no best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

3.3 CONTRACT AWARD AND EXECUTION

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

3.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	40	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	100	Evaluate responses to Questionnaire 4.03.
3	Communication and Customer Services	130	Evaluate responses to Questionnaire 4.03.
4	Risk, Performance, and Quality Assurance	30	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none">• are realistic for the work to be performed and• demonstrate that the Supplier understands the Scope of Work.
	Total	400	

SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS

4.1 SUBMITTAL REQUIREMENTS

Suppliers must provide a proposal which must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier and question. Then answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**

4.2 SUGGESTED RESPONSE FORMAT

- Standard 8 1/2" x 11" paper
- Single or double sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION
REQUEST FOR PROPOSAL #2024-045 EMBROIDERED UNIFORM APPAREL

Company Name:		
Company Address:		
City:	State:	ZIP:
Tax ID #:	UBI #:	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship.		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website:	City of Everett Business License #	
Supplier Contact Name (if different from Authorizing Official):	Supplier Contact Title:	
Supplier Contact Email:	Supplier Contact Direct Phone:	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name:	Authorizing Official Title:
Authorizing Official Email:	Authorizing Official Phone:
Authorizing Official Signature and Date :	

FORM 3.02 PRICE SHEET

REQUEST FOR PROPOSAL #2024- 045 EMBROIDERED UNIFORM APPAREL

Supplier Name:

Complete the provided Microsoft Excel price sheet by filling in the grey cells. Price sheets must be submitted in the original electronic format. If there is a conflict between the unit price and the extended price, the unit price shall govern. Copy category subtotals from the Excel spreadsheet to the subtotal summary.



Bid Sheet.xlsx

Category #	Category Description	Subtotal Summary
1	T-Shirts	\$
2	Polos	\$
3	Sweatshirts	\$
4	Button Up Shirts	\$
5	Jackets	\$
6	Safety Apparel	\$
7	Headwear	\$
Categories 1-7, Subtotal:		\$
9.9% Sales Tax:		\$
Purchase Total:		\$

Do you certify that you are NOT on the Comptroller General's list of ineligible contractors, nor the list of parties excluded from Federal procurement or non-procurement programs?

Yes ☐ No ☐

State the number of calendar days to have equipment delivered after receipt of order:

FORM 4.03 QUESTIONNAIRE

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

1. Qualifications and Relevant Experience

- A.** Briefly describe your company. Include the types of services provided and how long the company been in business.
- B.** Who are you proposing to be the account manager who will be handling service issues if awarded this contract? Include their telephone and email address.
- C.** Do you have any representatives in Washington State or the Northwest Region?
- D.** What characteristics most distinguish your organization from your competitors?

2. Technical Capability, Approach, and Capacity

- A.** Provide embroidery samples of the City logo’s provided in Appendix A, B, and C. Provided sample size must conform to the industry standards.
- B.** Describe your workflow from receiving purchase order to when apparel is delivered. Include how your company will meet the requirements of Section 2.6
- C.** Describe how your company will ensure timely and accurate deliver the apparel items listed in section 2 of this RFP.
- D.** What is your company’s process to ensure that orders are fulfilled correctly?

3. Communication and Customer Services

- A.** If the City of Everett identified delivery or order fulfillment errors, what is your company’s approach to correcting any errors?
- B.** How does your company ensure quality and consistency for each order?
- C.** Describe how your company will ensure the City of Everett is satisfied with your company’s services. Include your company’s approach to achieving Customer Satisfaction.
- D.** How will your company representative communicate with the City regarding any order challenges?
- E.** What is your company’s policy for returning calls and e-mails?
- F.** Where is your office located, and what are your customer service hours (Pacific Time)?

4. Risk, Performance, and Quality Assurance

- A.** Submit no more than five (5) completed relevant project experiences, within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:

- a. Company name and full address
- b. Point of contact name, title, e-mail address, and phone number
- c. Contract title, number, start and completion dates
- d. Contract description & order / service details

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION
REQUEST FOR PROPOSAL #2024-045
EMBROIDERED UNIFORM APPAREL**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS

THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS QUOTE. RETURN ALL COMPLETED FORMS WITH ORIGINAL QUOTATION PACKAGE.

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project), _____ hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. are applicable thereto.

Signature of Authorized Official

Title of Authorized Official

Date

SECTION 5 – ACRONYMS & DEFINITIONS

Acceptance of Work Signature: City authorized signature signifying the work performed by contractor is acceptable.

Bidder: see “Supplier”.

CFR: Code of Federal Regulations.

City Facility: the location(s) work is to be performed.

City: refers to the City of Everett (“COE”), located in Washington State.

Code Requirement: all applicable requirements of the City of Everett Municipal Code (EMC) Title 16, along with any applicable codes including, but not limited to, International Mechanical Code, International Plumbing Code, and International Energy Conservation Code. EMC Title 16 can be found here:
<https://everett.municipal.codes/EMC/16>

Contractor: see “Supplier”.

Contract Administrator: see “Procurement Professional”.

Cost Analysis: comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

Desired Features: features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

Equipment: an assembly of machines and components in a logical manner that works systematically to provide an intended, conditioned environment for the facility.

Embroidery Proof: The file and its measurements are sent to the customer so they can check the colors, sizing, spelling and general layout of the design.

Inspection: assess the condition of the equipment and components. Inspection is used to establish and determine if corrective action is required for the equipment to perform within an acceptable operation.

L&I: the Washington State Department of Labor and Industries.

Lower Tier Participant: see “Supplier”.

Maintenance: work performed to preserve equipment performance and condition.

Mandatory Features: a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

Must: see “Shall”.

Offeror: see “Supplier”.

OSHA: Occupational Safety and Health Administration.

Price Analysis: comparison of proposed price to comparable pricing data.

Prime Contractor: see “Supplier”.

Procurement Professional: the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

Project Manager: the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor's primary point of contact and acts as the agency's representative in charge of work at the site.

Proposer: see "Supplier".

RCW: Revised Code of Washington.

Recipient: see "City".

Shall or Must: the terms "shall" or "must" are used whenever a specification expresses a requirement by either the City or the Supplier.

Subcontractor: the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

Submittals: information which is submitted to the City of Everett by the Supplier.

Supplier: the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

UCC: Uniform Commercial Code.

WAC: Washington Administrative Code.

WFP: Water Filtration Plant located in the city of Monroe, Washington.

WISHA: Washington Industrial Safety and Health Act of 1973.

WPCF: Water Pollution Control Facility located in the city of Everett, Washington.

SECTION 6 - CITY OF EVERETT

GENERAL CONDITIONS

Compliance with Law. Supplier, at its sole cost and expense, must perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of the City of Everett; and rules, regulations, orders, and directives of the City.

Amendments/Change Orders. No alteration, change, modification or amendment to this Contract is effective unless by an instrument in writing executed by the legally authorized parties hereto. Any changes in the scope of work or compensation must be mutually agreed upon between City and the Supplier and must be incorporated in written amendments to the Contract.

Assignment. This Contract may not be assigned in any manner or by any means by Supplier without the express written consent of the City.

Waiver and Remedies. City's failure to enforce the terms or conditions herein or to exercise any right or privilege, or the City's waiver of any breach hereunder must not thereafter waive any other term, condition, or privilege, whether of the same or similar type. Remedies under this Purchase Order are cumulative; the use of one remedy must not be taken to exclude or waive the right to use another.

Binding Effect. The provisions, covenants and conditions provided bind the parties, their legal heirs, representatives, successors, and assigns.

Ratification. Acts taken pursuant to this Contract but prior to its effective date are hereby ratified and confirmed.

Termination. City, at its sole discretion, may terminate this Contract for convenience at any time for any reason. Termination is effective immediately upon notice of termination given by the City. In the event this Contract is terminated prior to the full delivery of goods and/or services. Supplier will only be paid for the work or goods accepted, at the City's sole discretion, at the time of termination of the Contract.

Severability. Any invalidity, in whole or in part, of any provision of this Purchase Order must not affect the validity of any other of its provisions.

Payments. City will pay Supplier submitted invoices within thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services, provided that Supplier has listed all appropriate information on the invoice and complied with all contractual requirements. Payment must be full compensation for goods delivered, work performed or services rendered, including all labor, materials, supplies, equipment and other expenses. The City reserves the right to require Supplier to correct any submitted or paid erroneous invoices according to the rates set forth herein. City and Supplier agree that any amount paid in error by City does not constitute a change in the agreed upon amount; Supplier agrees to issue a refund of any overages paid in error by the City. The total on the Purchase Order is to be the not-to-exceed amount and is not to be construed as a guaranteed amount due to Supplier.

Taxes. Supplier must pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Purchase Order; taxes levied on its property, equipment and improvements; and taxes on the Supplier's interest in this Purchase Order.

Warranties. Supplier warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

Ownership of Records and Documents. All materials, writings and products produced by Supplier in the course of performing this Contract must immediately become the property of the City. In consideration of the compensation provided for this

Contract, the Supplier hereby further assigns all copyright interests in such materials, writing and products to the City. A copy may be retained by the Supplier.

Non-Discrimination and Equal Employment Opportunity. During the term of this Purchase Order, Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical disability, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants and employees are treated fairly, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical disability. Such action must include all terms and conditions of employment, compensation, and benefits, including apprenticeship.

Governing Law/Venue. This Contract must be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder must be construed and enforced in accordance with, and governed by, the laws of the State of Washington, without regard to the principles of conflict of laws. Any action or suit brought in connection with this Contract must be brought in the Superior Court of Snohomish County, Washington.

Independent Contractor. Supplier, its subcontractors, agents and employees are independent Suppliers performing services for the City and are not employees of City. The Supplier, its subcontractors, agents and employees, must not, as a result of this Contract, accrue leave, retirement, pension, insurance, bonding or any other benefits afforded to City employees. The Supplier, its subcontractors, agents and employees, must not bind the City in any way except as may be specifically provided herein. The Supplier must have the authority to control and direct the performance and details of the work described herein.

Insurance. The Supplier must obtain and keep in force during the entire term of this Contract, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work must be by the Supplier, subcontractor or anyone directly or indirectly employed by either the Supplier or a subcontractor. The amount of coverage provided by such insurance must be not less than one million (\$1,000,000) combined single limit for bodily injury and property damage not less than five hundred thousand (\$500,000) combined single limit for automobile liability. The Supplier agrees to the following requirements relating to insurance coverage:

- a. **Liability Insurance.** All liability insurance required herein must be under a comprehensive or commercial general liability and business, automobile policy or policies. The City must be named as a Certificate Holder and an additional insured with respect to all such policies. Copies of all such policies must be furnished to the City upon request.
- b. **Worker's Compensation.** Supplier must take out and maintain during the life of the Contract, Worker's Compensation, including Washington State Stop Gap, insurance for all its employees engaged in work under or pursuant to this Contract who are required to be so covered by the laws of the State of Washington and in case any work is subcontracted, the Supplier must require the subcontractor to provide worker's compensation insurance for all of its employees unless or to the extent that such employees are covered by the protection provided by the Supplier.
- c. **Employment Security.** Supplier must comply with all employment security laws of the State of Washington, and must timely make all required payments in connection therewith.