



2022-12-25

SCREEN PRINT TEES

Issue Date: 1/6/2022

Questions Deadline: 2/2/2022 03:00 PM (CT)

Response Deadline: 2/10/2022 03:00 PM (CT)

Contact Information

Contact: Mrs. Ellen Ataie Contracts Administrator

Address: Purchasing

305 Century Parkway

Allen, TX 75013

Phone: (214) 509-4632

Email: eataie@cityofallen.org

Event Information

Number: 2022-12-25
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Type: Request for Quote
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Bid Attachments

Work Force Composition.pdf

Work Force Composition

Download

Affidavit of No Prohibited Interest.pdf

Affidavit of No Prohibited Interest

Download

INSURANCE REQUIREMENTS.pdf

INSURANCE REQUIREMENTS

Download

BID ENDORSEMENT.pdf

Bid Endorsement Form

Download

CIQ.pdf

Conflict of Interest Form

Download

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Notice to Offerors

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF QUOTES

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving quote responses for this solicitation. However, all methods detailed in this solicitation are acceptable. If quotes are submitted electronically, all attached required forms must be uploaded with submittal.

To register as a supplier in order to submit an electronic response visit: www.cityoffallen.org, select 'How do I...' from the main page, then click on 'Register as a Vendor', it will go directly to our online bidding website, then select 'Supplier Registration' and follow the prompts. After registration approval, electronic notifications will be sent to registered suppliers on current bidding opportunities and enable the ability to submit QUOTES online. This service is available at no fee to the vendor.

Paper responses may be mailed/delivered to the following address:

Ellen Ataie, 305 Century Parkway, Allen, TX 75013

No public bid opening will be held. A pre-bid meeting will not be held.

No late offers will be accepted. Electronic responses in allentx.ionwave.net are encouraged.

1.3 NUMBER OF COPIES

Bidder shall submit one original set of quote documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked "Original". If your bid is electronically submitted, additional copies will not be required.

1.4 QUOTE INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.5 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.6 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.7 BID SUBMITTALS

Quotes shall be submitted on the forms provided to insure complete uniformity of wording of all Quotes. Quotes may be rejected if they show any omissions, alterations in wording, conditional clauses, or irregularities of any kind.

1.8 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability, financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five year and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.9 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this bid/proposal. The award shall be based on the lowest responsible and best-qualified bidder whose evaluation by the City of Allen indicates to be in the best interest of the City and taxpayers.

Bid will be awarded based on "best value". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting the successful bidder:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

1.10 BID TABULATIONS

Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

1.11 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreation Department together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

1.13 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.14 INQUIRIES

Questions about this bid shall be in writing and directed to Ellen Ataie at the following address. Questions resulting

in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Ellen Ataie, Contract Administrator
305 Century Parkway
Allen, Texas 75013
214-509-4632, eataie@cityofallen.org

3 GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly, as directed, correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, any and all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished upon request.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding

according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

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

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of Quotes without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications, authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set-up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of Quotes each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.45.1 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.46 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

2.46.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.

2.46.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.46.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.46.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.47 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.48 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of Quotes. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.49 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.53 PROHIBITION OF BOYCOTT OF ENERGY COMPANIES: By accepting this purchase order, Vendor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

2.54 PROHIBITION OF DISCRIMINATION AGAINST FIREARM ENTITIES AND FIREARM TRADE ASSOCIATIONS: By accepting this purchase order, Vendor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

2.55 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services; and any relevant criteria specifically listed in the request for bids or proposal

2.56 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

4 Cooperative Purchasing

COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser’s Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids. IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS? _____ YES
_____ NO

(Required: Maximum 3 characters allowed)

5 Scope of Work

OBJECTIVE

The City of Allen is soliciting quotes for the purchase of screen-print shirts. Orders will be placed on an as-needed basis by City departments. The intent is to award one or more vendors an agreement for this service.

The resulting agreement will be for a period of one year with the option to renew for two additional terms of one year each. The estimated annual expenditure is \$25,000.

REQUIREMENTS

Qualified vendors must have wholesale access to apparel and products offered under the contract. Vendors must have adequate staff and facilities to fulfill orders. The vendor must have visibility to order tracking throughout the order process. The vendor is responsible for quality control and oversight throughout the order process.

SCOPE OF WORK

DELIVERY: The contracted vendor must place orders within one business day of receiving the request for the order or approval of proofs. The vendor is responsible for immediately informing the City of any anticipated delays. Products ordered must be delivered to the address indicated on the order.

CUSTOMER SERVICE: The vendor must provide access to a customer service line or direct sales representative during regular business hours (Monday-Friday 8AM – 5PM Central Time) for order placement and billing inquiry.

ALTERNATES: The proposal allows for alternates. The pricing form includes a specific branded item and item number. It is understood that not all companies have wholesale access to all the brands in the bid, this should not limit the company from making an offer and proposing an alternate. Occasionally, manufacturers update the model number or upgrade products to a next series. As part of the proposal response, it is permissible to submit alternates to the item which are equal or better to the product indicated. A description of the alternate is required.

The City has the right to request samples of the alternate proposed items to make sure they satisfy the City’s needs and are comparable to the requested item. If proposing alternate items, the item must not have a prominent brand logo on the garment (such as adidas®, Nike®, Columbia®, or Carhartt®).

COLORS: The City has pre-approved a list of colors form which employees may select their uniform (custom art screen print t-shirts excluded). The colors are as follows:

- White
- Royal Blue
- Blue
- Black

- Brown
- Green
- Maroon
- Safety Green
- Red
- Gray
- Navy Blue
- Tan

It is understood that not all items in the bid list are available in these colors. Indicate which colors can be provided under the contract for each line item.

SIZING: The vendor must have access to the range of sizes. Regular sizes shall be defined as small, medium, large, and extra-large. Extended sizing is sizes XXL and greater, women's plus, women's x-small, men's big and tall, and men's tall. Youth sizes are also part of the solicitation.

SAMPLES AND LOGOS: The City will provide the logos electronically, along with a brand standard for the logos.

The City may, at times, add logos to the portfolio which will need to be approved. If the vendor provided an embroidery sample which is not approved by the City, it is the vendor's responsibility to submit a corrected sample for approval.

PAYMENTS AND INVOICING: All invoices must be e-mailed to accountspayable@cityofallen.org. If payment is made with a City-issued P-card (Mastercard), then a receipt must be provided to the purchaser whose name appears on the card, detailing the purchase. The City is tax-exempt. Billing-related correspondence is to be directed to: City of Allen Finance Department, 305 Century Parkway, Allen, TX 75013.

Responsive customer service is essential to the vendor's performance under this contract. Orders which are late, lost, incomplete, or defective in any way will require immediate attention. Uniform apparel orders are essential to the City, as employees must wear these to be compliant with the dress code. The City reserves the right to refuse the acceptance orders which are beyond the promised delivery date, are incorrect, or delivered past a special event date.

Screen Print and Custom Tees

The City's needs for screen print knit tees include the following range of uses: fun run events, youth and adult recreation team sports, volunteer events, employee uniforms, and other activities that may be of a promotional nature. Orders may range from a few pieces for a single employee to up to a couple thousand shirts for a special event.

Pricing offered in the proposal should reflect an increased discount based on incrementally higher number of shirts ordered. If the published catalog price reflects discount on large volume quantities, percent discount offers off of that price can also be proposed.

SCREEN PRINT CUSTOM TEES: Pricing for the contract shall be on a "build a shirt" basis. The departments shall choose from a selection of T-shirt and apparel brands and colors, as chosen from vendor supplied catalogs, which will then be screen-printed or embroidered. Various printing shirt styles may be requested using "Gradient" technology which shall include but not limit to combination of spot colors and half tone printing, the use of multiple line elliptical dot process to help smooth gradations and the assurance of color separations are compensating for dot gain and containment of color.

The vendor shall convey the complexity of the work and provide their technical expertise required to deliver finished products of quality and caliber the City requires. The vendor shall have the highest quality and understand the technical aspects of all the variables in the printing process such as but not limited to the art, the ink, the type of fabric used to print on, mesh count, tension of the screens, squeegees used, registration, off-contact of the screens on the press, the speed and angle of the squeegees. Additionally, the vendor shall guarantee correct screens are used to hold detail while still producing any print.

For screen print t-shirts, camera ready, color separated artwork will usually be provided by the City. On occasion the vendor may be required to do the color separating or otherwise prepare the artwork. The artwork shall be provided in one of several different formats.

The following samples are required with the proposal: one (1) 100% cotton and one (1) 50% cotton/50% polyester blend t-shirt sample. The shirts must have a multi-color screen print design on one side. These do not have to be custom to the City of Allen or reflect the City's logo.

RESPONSE DOCUMENTS

To be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

As part of the evaluation, offerors may be required to provide samples upon request. For apparel, any alternates proposed will require a sample to be provided, by request, after the due date.

At a minimum, the following information is to be included in your proposal:

- Pricing
 - o Discount Structure
 - o Item Pricing
 - o Shipping Costs, lead time, delivery tracking
 - o Setup fees, artwork fees, miscellaneous charges
- Websites, catalogs, photos
- General company information
- Demonstration of the order process and order forms or websites
- Descriptions of products, list of available brands
- Additional services or benefits provided
- Warranty and Return Policy Information

COOPERATIVE PURCHASING CONTRACTS

The City is a member of several purchasing Cooperatives. It is permissible to submit your company's cooperative contract as the offer. If your company submits a cooperative contract for consideration, do not make a second offer on the same category which contains separate pricing.

The City is a member of the following cooperative groups: Buyboard, Sourcewell, OMNIA Partners (formerly National IPA and US Communities), NPP Gov, TX SmartBuy, TIPS, Choice Partners, DIR, GoodBuy, and HGAC-Buy.

Cooperative contracts submitted must meet be compliant with the City's procurement policy and meet the requirements for competitive sealed proposals or bids, as defined in the Texas Local Government Code 252.021. Contracts which do not meet the City's requirements or of which the City is not a member will not be considered.

If submitting a cooperative contract, it is required that all the documents from the contracting entity are submitted in the proposal in addition to the documents required within this solicitation. Examples include copies of the following:

- The original solicitation published by the cooperative entity.
- The vendor's response to the solicitation.
- The award letter and executed contract.
- Renewal letters or executed amendments.

Bid Pricing

Please use the line-item pricing online. If submitting an alternate 'equal or better' product, please include the manufacturer item number, sleeve length, size range, and available colors.

6 Reference 1: Project, Description, Date, Owner/Agency, Price, Contact Name, Contact phone/e-mail

(Required: Maximum 4000 characters allowed)

7 Reference 2: Project, Description, Date, Owner/Agency, Price, Contact Name, Contact phone/e-mail

(Required: Maximum 4000 characters allowed)

8 Reference 3: Project, Description, Date, Owner/Agency, Price, Contact Name, Contact phone/e-mail

(Required: Maximum 4000 characters allowed)

9 Bank References (List Institution, Address, Contact Person, and Phone):

(Required: Maximum 4000 characters allowed)

10 Other Services
Please describe any other services offered in relation to this service.

(Optional: Maximum 1000 characters allowed)

1
1 **List any fees or changes not otherwise listed**
The City will not pay for charges not disclosed in the offer.

(Required: Maximum 1000 characters allowed)

1
2 **What is the average number of days between order and delivery?**

(Required: Numbers only)

1
3 **Describe your proof process prior to making an order:**

(Required: Maximum 1000 characters allowed)

1
4 **Describe your quality control process, warranty, and return policy.**

(Required: Maximum 1000 characters allowed)

1
5 **List available brands or catalogs that are not otherwise listed as a line item.**

(Required: Maximum 1000 characters allowed)

1
6 **Is there a minimum order quantity or dollar amount per order?**

(Required: Maximum 1000 characters allowed)

1
7 **Do you offer tiered discounts based on volume? If so, please describe.**

(Required: Maximum 1000 characters allowed)

1
8 **List links to your website or online catalog.**

(Optional: Maximum 1000 characters allowed)

**1
9** **Forms**

Download the forms under the 'attachments' area. Complete forms and upload as response attachments. Remember to submit your response.

Complete
(Required: Check if applicable)

**2
0** **Additional Information**

Upload any additional information you feel demonstrates your company's capabilities or offerings under the 'response attachments' area.

Bid Lines

1 EMBROIDERY OF LOGO

Price: \$ Total: \$

Item Notes: EACH

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

2 SCREEN PRINT OF LOGO

Price: \$ Total: \$

Item Notes: EACH

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

3 EMBROIDERY OF NAME

Price: \$ Total: \$

Item Notes: EACH

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

4 Price for promotional shirts with screen print, one side print:

White 100% PRE-SHRUNK COTTON ADULT T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

5 Price for promotional shirts with screen print, one side print:

Color 100% PRE-SHRUNK COTTON ADULT T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

6 Price for promotional shirts with screen print, one side print:

White 100% PRE-SHRUNK COTTON YOUTH T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

7 Price for promotional shirts with screen print, one side print:

Color 100% PRE-SHRUNK COTTON YOUTH T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

8 Price for promotional shirts with screen print, one side print:

White 50/50 BLEND ADULT T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

9 Price for promotional shirts with screen print, one side print:

Color 50/50 BLEND ADULT T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

10 Price for promotional shirts with screen print, one side print:

White 50/50 BLEND YOUTH T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

11 Price for promotional shirts with screen print, one side print:

Color 50/50 BLEND YOUTH T-SHIRT PRICING FOR ONE SIDE PRINT FRONT OR BACK XS-XL

Quantity: 1 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

1 2	5180 Hanes® Beefy-T® - Born To Be Worn 100% Cotton T-Shirt XS-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 3	5186 Hanes® Beefy-T® - 100% Cotton Long Sleeve T-Shirt S-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 4	5190 Hanes® Beefy-T® - 100% Cotton T-Shirt with Pocket S-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 5	5280 Hanes® - ComfortSoft® Heavyweight 100% Cotton T-Shirt XS-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 6	PC61 Port & Company® - Essential T-Shirt S-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 7	PC61LS Port & Company® - Long Sleeve Essential T-Shirt S-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 8	PC61LSPT Port & Company® Tall Long Sleeve Essential T- Shirt With Pocket LT-XLT		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

1 9	PC61P Port & Company® - Essential T-Shirt with Pocket S-XL		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

2 0	PC61PT Port & Company® Tall Essential T-Shirt With Pocket LT-XLT		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

2 1	PC61T Port & Company® - Tall Essential T-Shirt LT-XLT		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Unit Price: \$ <input type="text"/>	Total: \$ <input type="text"/>
Supplier Notes: _____ _____			<input type="checkbox"/> No bid <input type="checkbox"/> Alternate specification <i>(Attach separate sheet)</i> <input type="checkbox"/> Additional notes <i>(Attach separate sheet)</i>

2
2 TOTAL PRICE OF SAMPLE ORDER IN EXERCISE #1

Price: \$

Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

Item Attributes**1. SAMPLE ORDER EXERCISE, PROVIDE TOTAL PRICE FOR THIS SAMPLE ORDER****Sample Order Exercise #1:**

The following is an example of an order of event shirts.

Holly Jolly 5K Shirts					
Print 2 color Front					
Quantity	Description	Color	Sizes	Sleeve Length	Price
515	Gildan Item 5000B	Red	Youth	Short Sleeve	
835	Gildan Item 5000	Red	Adult	Short Sleeve	
60	Gildan Item 5000	Red	XXL	Short Sleeve	
25	Gildan Item 5000	Red	3XL	Short Sleeve	
229	Gildan Item 5400B	Irish Green	Youth	Long Sleeve	
746	Gildan Item 5400	Irish Green	Adult	Long Sleeve	
45	Gildan Item 5400	Irish Green	XXL	Long Sleeve	
25	Gildan Item 5400	Irish Green	3XL	Long Sleeve	
Total price					\$

Price includes delivery, tax exempt.

If bidding alternate specification, indicate the manufacturer's item number and fabric content in the notes.

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature