



City of Madison, Wisconsin

FINANCE DEPARTMENT - PURCHASING SERVICES

Room 407, 210 Martin Luther King Jr. Blvd.,
Madison, WI 53703-3346



UNIFORM MANAGEMENT PROGRAM

Release Date: May 1, 2014

Due Dates: June 13, 2014 - Bidder Disclosures and Uniform Samples
August 22, 2014 - Technical and Cost Proposals



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RFP SUMMARY

RFP NUMBER:	RFP 8300-0-2014/MM
RFP TITLE:	Uniform Management Program – City of Madison, WI
DEADLINE FOR BID SUBMISSIONS	2:00 P.M. CST, June 13, 2014 – Bidder Disclosures and Uniform Samples 2:00 P.M. CST, August 22, 2014 – Technical and Cost Proposals Late, faxed, electronically submitted or unsigned proposals may be rejected.
SCOPE:	<p>The City of Madison (COM) is inviting proposers to submit competitive proposals for a comprehensive and efficient Uniform Management Program for the sourcing and supply of uniform apparel in accordance with the product specifications, contract terms, sweatfree goals and requirements of this RFP.</p> <p>This procurement sets forth the following goals:</p> <ol style="list-style-type: none">1. The Uniform Management Program shall provide for the manufacturing, design, inventory, delivery, as well as custom web-based ordering and account management of high quality, properly fit uniforms for City of Madison agencies that include the Madison Fire Department (MFD), Metro Transit (Transit), Madison Police Department (MPD) and other city agencies.2. Establish the resulting contract as a cooperative “piggyback” contract that will be made available for use by Madison agencies as well as other public sector entities. (See sec. 1.1)3. Select the Contractor that is most compliant, capable and willing to work towards fulfilling the sweatshop free requirements as established by Madison General Ordinance 4.25, Procurement of Items of Apparel, that prohibits the sourcing and supply of apparel from sweatshops.
SUBMIT PROPOSAL TO:	City of Madison Purchasing Services Room 407, City County Building 210 Martin Luther King Jr. Blvd. Madison, WI 53703-3346
LABELING:	<p>All proposals must be packaged, sealed and clearly labeled.</p> <p>Proposer’s Name and Address RFP #: RFP #8300-0-2014/MM TITLE: Uniform Management Program DUE: 2:00 P.M. CST, June 13, 2014 – Bidder Disclosures and Uniform Samples 2:00 P.M. CST, August 22, 2014 – Technical and Cost Proposals</p>
DOCUMENTS AVAILABLE ON BID DISTRIBUTION WEB SITES:	State of Wisconsin VendorNet System: www.vendornet.state.wi.us Demandstar by Onvia: www.demandstar.com



FORMAT OF SUBMITTALS:

Refer to the RFP Calendar below for specific due dates and times:

1. Submit Bidder Disclosure Statements to meet minimum qualification threshold for sweatfree requirement.
2. Submit uniform samples for proposed equals for testing and approval.
3. Submit Technical and Cost Proposals in separate, distinct parts within the proposal package.
4. Hardcopy proposals typed and securely bound on 8.5 by 11-inch paper, otherwise identical to the electronic version.
5. Electronic proposal in a PDF format stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted.
6. Cost and technical proposals must be packaged, sealed in separate envelopes within the proposal. Clearly label each package as either "COST" OR "TECHNICAL" PROPOSAL:

<u>Cost Proposal:</u>	Two (2) Copies
<u>Technical Proposal:</u>	Ten (10) Copies
<u>Electronic Copy:</u>	One (1) copy (Cost + Technical in separate files within the same media)

QUESTIONS:

1. **IMPORTANT: PLEASE SUBMIT ALL QUESTIONS DURING THE QUESTION AND ANSWER PERIOD BY EMAIL TO: bids@cityofmadison.com.** Only questions submitted to this email address will be acknowledged and answered.
2. Submit questions no later than the due date specified in the RFP calendar included in this RFP Summary.
3. Only written answers will be binding upon the city.
4. In the event that it is necessary to provide additional clarification or revision to the RFP, the City will post addenda to its bid distribution websites – see below. It is the proposer's responsibility to regularly monitor the websites for any such postings.

RFP CONTACT:

Monette McGuire
City of Madison Purchasing Services
Phone: 608-267-4969
Email: mmcguire@cityofmadison.com

RFP CALENDAR

Please Note: These dates are for planning purposes. They represent the City's desired timeline for implementing this project. Any revision to the Due Date for submission of proposals will be made by addendum. All other dates may be adjusted without notice, as needs and circumstances dictate.

Date / 2014	RFP Activity
May 1	Release of RFP



	May 23	Written questions are due
	May 30	Supplements, Revisions and/or Responses to Written Questions will be posted on DemandStar and Vendornet web sites
	June 13	DEADLINE for Submission of Bidder Disclosure Statements and Uniform Samples
	July 31	Notification to Vendors of Compliance with Minimum Qualification Threshold and Approved Uniform Samples
	August 22	DEADLINE for Submission of Technical and Cost Proposals
	September 28 – October 4	Vendor Interviews/presentations by invited consultants, if applicable
	November - December	Contract Negotiations
	January 1, 2015	Approval, Award and Contract Signing
		Anticipated contract approval and start date



SECTION 1: PURPOSE AND GENERAL RFP ADMINISTRATIVE INFORMATION

1.1. INTRODUCTION

The purpose of this solicitation is to obtain proposals from qualified vendors to provide a comprehensive and efficient **Uniform Management Program** for the manufacture, design, inventory, supply, and delivery of high quality, properly fit uniforms. This program shall also provide for a secure website that includes, but is not limited to, the following features: on-line ordering, order tracking, account management, support, maintenance as well as custom reporting.

The types and categories of uniforms specified in this RFP include public safety, general trade, supervisory and dress apparel, t-shirts and cottonwear that are typically used by Fire, Metro Transit, Police and other municipal operations agencies.

This solicitation will be awarded as a contract for the City of Madison. However, it is the intent of this procurement to establish the resulting contract as a cooperative “piggyback” contract that will be made available for use by City of Madison agencies as well as other public sector entities including but not limited to: Members of **V.A.L.U.E.** (Volume Acquisition and Large Uniform Expenditures), a non-profit organization made up of approximately 167 local government counties, cities, towns, villages, school districts, libraries, utilities and other public entities in the Southeastern Wisconsin area. A current list of members is available at www.value4gov.org (select FAQ), **WAPP** (Wisconsin Association of Public Purchasers, www.wapp.org) and members of the **Sweatfree Purchasing Consortium** (SPC).

The use of the contract by other governmental units shall be optional. Refer to sec. 1.23 for additional information on the piggyback process.

1.2. SWEATSHOP FREE PROCUREMENT

The City of Madison recognizes a public interest in avoiding purchasing from vendors and contractors who obtain goods that originate in sweatshops, i.e., places of work where the labor practices are inconsistent with international standards of human rights. The City declares its intent to avoid such purchases and allocate its funds in a manner that enhances the rights and well-being of workers world-wide, while acquiring the best quality goods at reasonable cost. The City recognizes that contractors can have influence throughout their entire supply chain, and therefore have an obligation to workers in subcontractor and subsidiary factories in addition to their direct obligations to their own employees. The City further finds that the apparel industry is one area where the City can have an impact on the rights and well-being of workers world-wide. Therefore, the City Common Council passed Madison General Ordinance (MGO) 4.25 to ensure that City procurement of apparel is made from responsible contractors and vendors who agree to adhere to the minimum employment standards human rights consistent with international standards of and to require their subcontractors and third-party suppliers to do the same, so that all employees involved in the City’s procurement may be afforded the opportunity to a fair, humane work environment as described in the ordinance.

By submitting a response to this RFP, the bidder is declaring his/her capacity and intent to comply with the sweatshop-free requirement as stated within these documents.

1.3. POINT OF CONTACT

The RFP contact identified in the RFP summary is the sole point of contact regarding the RFP from the date of release of the RFP until selection of the successful proposer.

All communications relating to this RFP must be directed to the designated Purchasing contact for this RFP. All bidders, proposers, protestors or individuals acting on their behalf are hereby prohibited from attempting to persuade or influence any City agents, employees or any member of the relevant selection team, for or against a specific cause related to a pending solicitation, unless otherwise directed by the Purchasing Manager.



1.4. INQUIRIES AND CLARIFICATION OF SPECIFICATIONS

Proposers shall immediately notify the Purchasing contact of any questions, exceptions, clarification of any ambiguity, error, conflict, discrepancy omission or other deficiency or additions they have concerning the RFP document. Submit all questions and requests for clarifications by the date specified in the RFP calendar. Failure to do so will be at bidder's own risk.

1.5. PRE-PROPOSAL MEETING

A pre-proposal meeting will be held according to the time and at the place specified in the RFP calendar.

Attendance at the pre-bid conference is optional, however it is strongly encouraged. Representatives from Sweatfree Purchasing Consortium will be in attendance to address any questions regarding sweatfree requirements.

Proposers are encouraged to prepare and submit their questions in writing three (3) calendar days in advance of the pre-proposal meeting in order to expedite the proceedings. The City's responses to questions received by this due date may be distributed at the pre-proposal meeting and posted on the bid distribution sites specified in this RFP.

Any oral responses provided by City staff at the pre-proposal meeting shall be preliminary. An addendum will contain official responses to questions posed at the pre-proposal meeting. Any oral response given at the pre-proposal meeting that is not confirmed in the addendum shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City.

1.6. PROPOSER'S RESPONSIBILITY

Proposers shall examine this entire RFP and contract documents carefully, correlate their observations with the RFP specifications and exercise their own judgment as to the nature and scope of the work required. This RFP will serve as the basis for or will become part of the resulting agreement. No plea of ignorance of conditions or difficulties that exist or may hereafter arise in the execution of the work under this contract as a result of failure to make necessary examinations and investigations, shall be accepted as an excuse for any failure or omission on the part of the proposer to fulfill the requirements of the contract.

1.7. ADDENDA / OFFICIAL COMMUNICATION

During the solicitation process for this RFP, all official communication between the City and proposers will be made via notices on the bid distribution websites used by the City (www.demandstar.com and www.vendornet.state.wi.us.) The City will post such notices, which will include, but not be limited to, addenda for any modifications to administrative or performance requirements, answers to inquiries received, clarifications to requirements, and the announcement of the apparent winning proposer. It shall be the responsibility of the proposers to regularly monitor these bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your proposal being disqualified.

1.8. ORAL PRESENTATIONS / SITE VISITS / PRE-BID MEETINGS

Proposers may be asked to attend pre-bid meetings, make oral presentations, inspect City locations or make their facilities available for a site inspection as part of this request for proposal process. Such presentations, meetings or site visits will be at the proposer's expense.



1.9. ACCEPTANCE/REJECTION OF PROPOSALS

- 1.9.1. The City reserves the right to accept or reject any or all proposals submitted, in whole or in part, and to waive any informalities or technicalities, which at the City's discretion is determined to be in the best interests of the City. Further, the City makes no representations that a contract will be awarded to any proposer responding to this request. The City expressly reserves the right to reject any and all proposals responding to this invitation without indicating any reasons for such rejection(s).
- 1.9.2. The City reserves the right to postpone due dates and openings for its own convenience and to withdraw this solicitation at any time without prior notice.

1.10. INCURRING COSTS

This request for proposals does not commit the City to award a contract, pay any costs incurred in preparation of proposals, submission of samples for testing or to procure or contract for services or equipment.

1.11. PROPOSER QUALIFICATIONS

The City of Madison may make such investigations as it deems necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all such information and data for this purpose, as the City may request. The City reserves the right to reject any proposal if the evidence submitted by, or investigated of, such proposer fails to satisfy the City the such proposer understands the full scope of work and is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

1.12. PROPOSAL CONTENT

The evaluation and selection of a Vendor and the contract will be based on the information submitted in the vendor's proposal plus references and any required on-site visits or oral presentations. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal, are not necessary or desired.

1.13. WITHDRAWAL OR REVISION OF PROPOSALS

- 1.13.1. A proposer may, without prejudice, withdraw a proposal submitted prior to the date and time specified for receipt of proposals by requesting such withdrawal in writing before the due time and date for submission of proposals. Telephone requests for withdrawal shall not be accepted. After the due date of submission of proposals, no proposal may be withdrawn by the proposer for a period of 90 days or as otherwise specified or provided by law.
- 1.13.2. Any proposer may modify his proposal by fax communication to the City of Madison Purchasing Services at any time prior to opening of proposals. The communication shall not reveal the proposal price, but shall provide the addition or subtraction or other modification.

1.14. NON-MATERIAL AND MATERIAL VARIANCES

The City reserves the right to waive or permit cure of nonmaterial variances in the offer if, in the judgment of the City, it is in the City's best interest to do so. Nonmaterial variances include minor informalities that do not affect responsiveness, that are merely a matter of form or format, that do not change the relative standing or otherwise prejudice other vendors, that do not change the meaning or scope of the RFP, or that do not reflect a material change in the services. In the event the City waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the vendor



from full compliance with RFP specifications or other contract requirements if the vendor is awarded the contract. The determination of materiality is in the sole discretion of the City.

1.15. DESIGNATION OF PROPRIETARY INFORMATION

Proposers are hereby notified that all information submitted in response to this RFP may be made available for public inspection according to public records laws of the State of Wisconsin or other applicable public record laws. Therefore, proposers are encouraged to refrain from submitting information that cannot be open for public inspection. However, if proposers must include information deemed confidential and proprietary by the proposer, proposer must comply with these instructions:

- 1.15.1. All restrictions on the use or inspection of data contained within a proposal shall be requested prior to submission of the proposal itself. Written requests for confidentiality shall be submitted to the City of Madison Purchasing Office by the proposer prior to the proposal submission date.
- 1.15.2. Requests shall use the following format:
 - Any information to be considered confidential or proprietary must clearly be stated on the attached “Designation of Confidential and Proprietary Information” form. (RFP Form E).
 - Any information to be considered confidential or proprietary must be separated and packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is not acceptable.
 - Provide specific information related to the claim for confidential and proprietary information including: RFP section, page number, topic and specific law that supports claim.
- 1.15.3. Prices always become public information when bids/proposals are opened or when negotiations have been completed and the contract has been awarded. Other information usually cannot be kept confidential unless it involves a trade secret as defined in S.134.90(1)(c), Wis. Stats. Any information that will be included in any resulting contract cannot be considered confidential. A proposal, in its entirety, will not be considered confidential and/or proprietary.
- 1.15.4. Proprietary information submitted in a proposal, or in response to the RFP, will be handled in accordance with the applicable Wisconsin State Statute(s). However the City cannot ensure that the information will not be subject to release if a request is made under applicable public records laws. The City will not provide advance notice to a proposer prior to release of any requested record.
- 1.15.5. The selected vendor agrees to hold the City harmless for any damages arising out of the release of any material unless they are specifically identified. In the event the designation of confidentiality of this information is challenged, the selected vendor also agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and, further, agrees to hold the City harmless from any penalties, costs, damages and fees, including attorneys fees, awarded to the requestor and ordered to paid by the City, in any such legal action.
- 1.15.6. To the extent permitted by law, it is the intention of the City to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of the City. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law.

1.16. CITY OF MADISON STANDARD TERMS AND CONDITIONS (ATTACHMENT A)

Proposers are responsible for reviewing this attachment prior to submission of their proposal. City of Madison Standard Terms and Conditions are the minimum requirements for the submission of Proposals. This form is available here: <http://www.cityofmadison.com/finance/documents/STC.pdf>



1.17. SAMPLE CONTRACT FOR PURCHASE OF SERVICES (ATTACHMENT B)

Proposers are responsible for reviewing this attachment prior to submission of their bid. The Sample Contract for Purchase of Services shall serve as the basis of the contract resulting from this RFP. The terms of this template contract shall become contractual obligations following award of the RFP. By submitting a proposal, proposers affirm their willingness to enter into a contract containing these terms. This form is available here: <http://www.cityofmadison.com/attorney/documents/posContract.doc>

1.18. EXCEPTIONS

Proposer acknowledges that exceptions to any portion of this solicitation including terms and conditions may jeopardize acceptance of the proposal. The proposer must clearly indicate the exceptions taken and include a full explanation as a separate attachment to the Proposal. The failure to identify exceptions or proposed changes with a full explanation will constitute acceptance by the proposer of the solicitation as proposed by the City. The City reserves the right to reject a proposal containing exceptions, additions, qualifications or conditions not called for in the solicitation.

1.19. BINDING OFFER

A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgement of this condition shall be indicated, on the "Request for Proposal Signature Page," by the signature of the proposer or an officer of the proposer legally authorized to execute contractual obligations. By submitting a proposal, the proposer affirms its acceptance of the terms and conditions of this RFP, including its attachments and exhibits, without exception, deletion or qualification, and without making its offer contingent.

1.20. EXECUTED CONTRACT

The City's Request for Proposal, the proposal responses, written communications and the resulting Contract based on the Contract for Purchase of Services constitute the entire Contract between the parties. The hierarchy of documents in descending order for resolution is as follows:

- a. Official Purchase Order and/or Contract for Purchase of Services
- b. Any finally negotiated terms and conditions
- c. Applicable Request for Proposal, amendments/attachments
- d. Standard Terms and Conditions
- e. Response received
- f. Written communications

1.21. PROPOSAL EVALUATION AND AWARD

1.21.1. Preliminary Evaluation

Received proposals will be reviewed for completeness and compliance with RFP guidelines. All incomplete RFP submitted may be determined nonresponsive and removed from the evaluation process. To be considered complete, RFPs shall include all required submittals listed in the checklist (RFP Form BI) and shall be signed and dated. In the event that all proposers do not meet one or more of the requirements, the City of Madison reserves the right to continue the evaluation of the proposals that most closely meet the requirements of this RFP.

1.21.2. Evaluation of Compliance with Minimum Sweatfree Qualification Threshold:

Proposers shall be evaluated for compliance with the minimum sweatfree qualification threshold based on the amount of information submitted in the Bidder Disclosure statements (BDS). Only Proposers who meet the 60% minimum compliance threshold will move to the next phase of the RFP and be considered for full evaluation. Additional sweatfree evaluation criteria will be used to evaluate the proposer's ability and commitment to meet the sweatfree goals of this procurement.



1.21.3. Review and Approval of Sample Uniforms

Proposers shall submit sample uniforms for testing or wear testing and approval by the City. Proposers shall have another opportunity to submit samples for approval if the first sample was not approved by the City. Only proposers whose products are approved and who meet the minimum sweatfree qualification threshold will be invited to submit additional technical and pricing information for full consideration.

1.21.4. PROPOSAL EVALUATIONS, INTERVIEWS AND/OR SITE VISITS

The City's RFP Selection Team will make the final selection and recommendation following the evaluation of the full technical proposals which may include site visits and interviews, if deemed necessary, with some or all of the proposers. However, the City may make preliminary selection(s) on the basis of the original proposals only, without negotiation, interviews and/or site visits with any proposers. If interviews and/or site visits are conducted, the Selection Team may choose to assign additional points for these processes or re-evaluate, re-rate and/or re-rank the finalists' proposals based upon the written documents submitted and any clarifications offered in the interviews.

1.21.5. BEST AND FINAL OFFER

The Selection Team may request best and final offers from one or more proposers determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers. If best and final offers are requested, they will be evaluated against the stated criteria, scored and ranked. The City reserves the right to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.

1.21.6. CLARIFICATION OF PROPOSALS

During the evaluation of proposals, the City reserves the right to contact any or all proposers to request additional information for purposes of clarification of RFP responses, reject proposals which contain errors, or at its sole discretion, waive disqualifying errors or gain clarification of error or information.

1.21.7. CONSIDERATION OF PROPOSALS

In making their selection under this RFP, the City and the RFP Selection Team will consider the submittals, contractor interviews, general qualifications, prior history of performance as well as the selection criteria set forth in this RFP.

1.21.8. SITE INSPECTION OF PROPOSER PREMISES

The City reserves the right to inspect the vendor's site during the evaluation phase of the bid process and/or prior to making an award to determine compliance with specifications and ability of contractor to perform according to the requirements of the contract.

1.21.9. PRICE AND/OR COST ANALYSIS

The City reserves the right to conduct a price and/or cost analysis to determine if the price is fair and reasonable. If only one responsive proposal is received, a detailed price and/or cost analysis may be requested of the single proposer. Proposers shall cooperate as needed with the City's efforts to perform said analyses.



1.21.10. NEGOTIATION

The City reserves the right to negotiate final fees and scope of services with the selected contractor, potentially including the final composition of the contractor team.

1.21.11. LOCAL PREFERENCE

The City of Madison adopted a local preference purchasing policy that would grant a 5 percent request for proposal scoring preference to Dane County based proposers. Proposers seeking to obtain local preference must register prior to the bid due date in order to qualify for the scoring preference.

Register online at: <http://www.cityofmadison.com/business/localpurchasing/index.cfm>

1.21.12. PROCESS

At any phase, the City reserves the right to terminate, suspend or modify this selection process; reject any or all submittals; and waive any informalities, irregularities or omissions in submittals, all as deemed in the best interests of the City.

1.21.13. COMMUNICATION WITH SELECTION TEAM

Proposers may not contact members of the Selection Team at anytime during the evaluation process, except at the City of Madison Purchasing request.

1.21.14. RIGHT TO REJECT PROPOSALS AND NEGOTIATE CONTRACT TERMS

The City reserves the right to reject any and all proposals and to negotiate the terms of the contract, including the award amount, with the selected proposer(s) prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer(s), the City may negotiate a contract with the next highest scoring proposer.

1.21.15. BASIS FOR EVALUATION AND AWARD.

The award will be made to the responsible and responsive proposer who meets the required qualifications and offers the best combination of general criteria to include, but not limited to:

- Qualifications, experience and references
- Program Approach
- Price proposal
- Ability to comply with sweatfree requirements
- Local Preference per Sec. 1.21.11

1.22. PUBLIC OPENINGS

There shall be no public opening on the due date and time specified in this RFP. Sealed proposals received by the City in response to a request for proposal shall be exempt from public records disclosure requirements until the City provides a notice of decision. If the City rejects all proposals submitted and the City concurrently provides notice of its intent to reissue the request for proposals, the rejected proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the reissued request for proposals or until the City withdraws the reissued request for proposals. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

1.23. COOPERATIVE “PIGGYBACK” PURCHASING

Common purchasing practices in government include cooperative or “piggyback” purchasing among various units of government or municipalities. (Under Wisconsin Statutes, a municipality is defined as a county, city, village, town, school district, board of school directors, sewer district, drainage district, vocational, technical and adult education district or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts.)



This solicitation will be awarded as a contract for the City of Madison. However, it is the intent of this procurement to establish the resulting contract as a cooperative “piggyback” contract that will be made available for use by City of Madison agencies, members of V.A.L.U.E. in local government, as well as other public sector entities.

V.A.L.U.E. in Local Government is a non-profit organization made up of approximately 167 local government counties, cities, towns, villages, school districts, libraries, utilities and other public entities in the Southeastern Wisconsin area. A current list of members is available at www.value4gov.org (select FAQ).

The use of the contract by other governmental units shall be optional.

Sales to other governmental units by the contractor shall be optional and will not be considered when determining award, i.e. it is not mandatory to allow other agencies to “piggyback” off the contract.

If proposers choose to extend prices offered on this proposal to other governmental units, any resulting contract is solely between the supplier and the third party unit of government. The City shall not be responsible for any problems which may arise between other units of government and the Contractor as a result of any sales and/or purchases made. Any resulting contract is solely between the supplier and third party unit of government. Billings for items purchased under this agreement shall be directed to the governmental agency making the purchase.

Contractors must indicate on the proposal page whether or not, they agree to this provision. Agreement to this provision will not be considered a criteria for award under this solicitation.

1.24. BID DISTRIBUTION NETWORKS

The City of Madison posts all bid announcements, addenda notices, and bid/RFP documents on two bid distribution networks. All proposers must access documents, information, amendments or supplements from either one of these websites. It shall be the responsibility of the proposers to regularly monitor the bid distribution websites for any such postings. Failure to retrieve such addenda and include their appropriate provisions in your response, may result in your proposal being disqualified.

- **State of WI VendorNet System**
(WI state and local agencies post bids on this network. **Registration is FREE.**)
<http://vendornet.state.wi.us/vendornet/default.asp>
- **DemandStar by Onvia**
(National bid distribution system – **FREE** if registering for the WI Association of Public Purchasers (WAPP) consortium.)
<http://www.onvia.com/WAPP> - to register
<http://www.demandstar.com> – website

The RFP contact identified below is the sole point of contact regarding the RFP from the date of release of the RFP until selection of the successful proposer.



SECTION 2: SWEATFREE COMPLIANCE REQUIREMENTS

2.1. AUTHORITY

- 2.1.1. The basis for these sweatfree compliance procedures is established by the City of Madison's legal authority to preserve the integrity of its procurement process for apparel by applying supply chain labor standards that safeguard competition for lawful and responsible bidders who compete fairly by ensuring that their goods are made under conditions that comply with domestic and international labor and safety laws.
- 2.1.2. Recognizing that complex supply chain relationships and the prevalence of labor violations are inherent in the apparel industry, it is the City's intent to implement a pragmatic and incremental approach to achieve the goals of this sweatfree procurement. The processes and requirements established herein are designed to promote fair and competitive compliance methods as well as encourage and enable apparel vendors, manufacturers, factories and other industry participants to move toward sweatfree production facilities. The City also understands that these apparel industry participants, including those who are responsible for the sourcing and purchasing of these products, all bear responsibility and play a role in improving industry conditions and standards; therefore, it is the City's intent to encourage a concerted cooperative effort to achieve sweatfree compliance.
- 2.1.3. The contractor shall follow labor practices consistent with international standards of human rights, meaning that, at a minimum, contractor shall adhere to the minimum employment standards found in Section 4.25 of the Madison General Ordinances and shall require all subcontractors and third-party suppliers to do the same. For purposes of sec. 4.25, "Subcontractor" means a person, partnership, corporation or other entity that enters into a contract with the contractor for performance of some or all of the City-contracted work and includes all third-party suppliers or producers from whom the contractor or its contractors obtains or sources goods, parts or supplies for use on the city contract and is intended to include suppliers at all level of the supply chain. The standards in Sec. 4.25 shall apply in all aspects of the contractor's and subcontractor's operations, including but not limited to, manufacture, assembly, finishing, laundering or dry cleaning, (where applicable), warehouse distribution, and delivery. Contractor acknowledges that by entering into this contract, Contractor shall be subject to all of the requirements and sanctions of sec. 4.25 of the Madison General Ordinances.

2.2. PROCESS FOR SWEATFREE PROCUREMENT

- 2.2.1. Proposers must provide apparel products in accordance with [Madison General Ordinances](#) Section 4.25 Procurement of Items of Apparel Policy, Code of Conduct for apparel, and other related Administrative Rules stated herein. For complete information on MGO 4.25, please go to the City of Madison website <http://www.cityofmadison.com/> and under "Most Requested Services," select Madison General Ordinances, then select Section 4.25.
- 2.2.2. The City of Madison's Sweatfree Procurement Policy and Code of Conduct apply to the contractor and all subcontractors and suppliers down to the cut and sew (point-of-assembly) level of the manufacturing process for the products provided under the resulting contract/price agreement.
- 2.2.3. Proposers must acknowledge receipt of the MGO 4.25 Procurement of Items of Apparel Policy and Code of Conduct in RFP Form B, Receipt of Forms and Submittal Checklist.
- 2.2.4. The City will work with the Sweatfree Purchasing Consortium to accomplish various reviews and evaluations of bidder and contractor compliances during the RFP process as well as during the contract performance period. The SPC may subsequently incorporate the submitted and reviewed factory location information of the winning proposer into its online factory database: Sweatfree LinkUp! (<http://buysweatfree.org/linkup>).



2.3. APPLICABILITY

Proposers must comply with the sweatfree requirements as described in this section for each manufacturer/brand of apparel or type (e.g. t-shirt) of apparel where total aggregate value of one item or several items will add up to \$5,000 or more under the contract.

2.4. SUMMARY OF THE SWEATFREE COMPLIANCE PROCESS

2.4.1. Sweatfree Compliance Requirements for the RFP Process

The following is a summary of the required sweatfree compliances for the RFP process. Refer to sec. 2.5 for more detail and explanation on these processes.

- Phase 1:
 1. Submission of Bidder Disclosures factory and wage information for evaluation of compliance with minimum qualification threshold.
 2. Submission of apparel items for wear testing and approval.
 3. Submission of Intent and Capacity to submit Compliance Plans (Appendix C).
- Phase 2:
 1. Submission of Technical and Cost proposals.

2.4.2. Sweatfree Compliance Requirements for the Contract Performance Period

The following is a summary of the required sweatfree compliances following the award and for the contract performance period:

- 1) Submission of Compliance Plan(s) or evidence of supplier participation in the Responsible Manufacturer by each supplier/brand/manufacturer/factory with sales of \$25,000 or more under the contract.
- 2) Ongoing Evaluation of Contract Compliance and Performance
 - a. Review contract items with the goal of increasing the percent of contract apparel items that are manufactured by manufacturers participating in the Responsible Manufacturer Program.
 - b. Increase compliance threshold by 10% for each contract year.
 - c. Demonstrate continued compliance through detailed usage reports, documentation of continued compliance with MGO 4.25 sweatfree procurement policy, and cooperation with any monitoring investigations or educational efforts.

2.5. COMPLIANCE REQUIREMENTS FOR THE RFP PROCESS

2.5.1. Schedule for Submittal and Evaluation of Sweatfree Requirements

This request for proposal process will be conducted in two phases. Proposers must refer to the Calendar of Events in the RFP Summary page for other specific deadlines and estimated dates of action items related to this procurement.

Phase	Requirement	DUE DATE
Phase 1:	1. Submit Bidder Disclosures for factory and wage information for compliance with minimum	June 13, 2014



	qualification threshold 2. Submit samples for wear testing and approval 3. Submit Intent to Submit Compliance Plans	
Phase 2:	1. Notification to Proposers of compliance with minimum qualification threshold 2. Notification to Proposers of approved apparel items	July 31, 2014
Phase 3:	Submit technical and pricing proposal	August 22, 2014

2.5.2. Phase 1: Submission of Bidder Disclosures, Uniform Samples and Intent to Submit Compliance Plan

1) Submit of Bidder Disclosures and Wage Information

- a. Proposers must submit Bidder Disclosure Statements to the City of Madison or the Sweatfree Purchasing Consortium for each brand/manufacturer/subcontractor or each type (e.g., t-shirt) of apparel for which purchases will total \$5,000 or more per year under the contract. The City will consider any disclosures submitted to the Sweatfree Purchasing Consortium as equivalent but conditional, and may be subject to additional disclosures as required by City of Madison requirements.
- b. Proposers must meet the 60 % minimum qualification threshold based on the submitted factory and wage information in order to be considered for full evaluation. Proposers can calculate their own compliance score based on the formula as illustrated in Appendix 2, Sample Compliance Scoring. The Bidder Disclosure Statement is labeled as Appendix B.
- c. See Attachment A for the Sample Compliance Scoring.
- d. The City will work with the Sweatfree Purchasing Consortium (SPC) to review and verify the factory location and wage information for accuracy and completeness.
- e. Only those who meet the minimum threshold will be qualified to move on to phase 2, submittal of technical and cost proposals.

2) Submit Uniform Samples for Wear Testing and Approval

- a. Proposers who intend to bid equivalent alternates must submit product samples and information for consideration, wear testing and approval by the City by the due date listed in the RFP calendar. The City will consider only clearly identified offers of substantially equivalent items that meet or exceed applicable specifications in terms of cost, quality and performance. When alternates are bid/proposed, the Proposer must identify the manufacturer, stock number and demonstrate comparability with appropriate samples, catalog materials, literature, specifications, etc.
 - i. The City of Madison shall be the sole judge of quality, performance and standard of sample uniforms submitted.
- b. If sample(s) submitted does not meet the wear test and quality control evaluation by the specific agency, Proposers shall have one opportunity to resubmit another sample(s) for consideration and evaluation.
- c. The City will notify proposers of any approved proposed samples for bidding.
- d. Only those whose samples have been approved by the City will be qualified to move on to phase 2, submittal of technical and cost proposals.



3) Submit Proposer Assurance of Intent and Capacity to Submit Compliance Plan

- a. Proposers shall submit their intent and capacity to submit compliance plans for each manufacturer/brand of apparel or type (e.g. t-shirt) of apparel where total aggregate value of one item or several items will add up to \$25,000 or more under the contract.

2.5.3. Phase 2: Submit Technical and Pricing Proposal

Proposers who met the minimum qualification threshold for bidder disclosure submissions and whose samples and alternate products were approved by the City may submit response to the technical and pricing sections of the RFP.

2.6. COMPLIANCE REQUIREMENTS FOR CONTRACT PERFORMANCE

2.6.1. The awarded vendor must submit a Sweatfree Compliance Plan (Attachment D) prior to contract execution. The Compliance Plan must include the following elements:

- 1) Applicability. A compliance plan must be submitted if total aggregate value of contract value items for each brand/manufacturer will add up to \$25,000
- 2) Declaration of the present state of compliance of each factory location. This declaration must include a list of specific non-compliances in specific factory locations as applicable and explain the basis of the declaration.
- 2) Steps for expeditious remediation of declared non-compliances.
- 3) A plan to prevent non-compliances in all declared factory locations. Refer to Attachment D, Sweatfree Compliance Plan, for terms and procedures.

In lieu of the Compliance Plan, the awarded vendor may submit proof that they or their suppliers participate in the Responsible Manufacturer Program.

The City will evaluate the integrity of the compliance plan and may consult the SPC or outside experts to determine whether or not the compliance plan is adequate and may request an improved compliance plan as necessary. If the apparent awardee is unable to submit an adequate compliance plan for a particular item, it shall offer a substantially similar product at the same price or same price point from an alternative, compliant supplier. If the apparent awardee cannot find a compliant supplier, the City may move on to the next highest scoring or ranking proposer or approve an exemption, as applicable.

See Appendix B for Bidder Disclosure Statement and Attachment E for the Responsible Manufacturer Program. Copies of these documents are available online at www.buysweatfree.org

2.6.2. **Ongoing Evaluation of Contract Compliance and Performance.**

- 1) The successful vendor(s) shall be evaluated for compliance with sweatfree requirements as well as contract performance throughout the duration of the contract. The successful vendor shall cooperate with the City, its independent monitor and/or the Sweatfree Purchasing Consortium to accomplish the sweatfree goals and activities described below.
- 2) During the course of the contract, the City will work with the contractor to increase the compliance threshold established at the initial RFP qualification phase by 10% for each contract year, e.g., 2014 – 60, 2015 – 70%, 2016 – 80%, etc.
- 3) During the course of the contract, the City will work with the contractor to increase the percent use of products by manufacturers or suppliers participating in the Responsible Manufacturer Program. The City and contractor will establish goals and benchmarks to obtain the highest dollar



volume items to be sourced from Level 2 or Level 3 Responsible Manufacturer Program participants.

- 4) As applicable, SPC will submit (bi-annual or annual) reports to the City describing manufacturers' compliance activities and whether or not manufacturers are meeting the applicable requirements under the Responsible Manufacturer Program.
- 5) The City will periodically (bi-annually and/or annually) review the dollar value of products actually purchased under the contract to determine if manufacturers should move up to a higher level of the Responsible Manufacturer Program or if the compliance plan should include additional requirements.
- 6) The City will determine whether or not to continue the contract, using the same manufacturers, based, in part, on the SPC's compliance reports. If a manufacturer is non-compliant under the Responsible Manufacturer Program, or fails to implement a compliance plan submitted, the City will require the contractor to provide a compliance plan that may include providing documentation, within a specified time period, showing that the manufacturer has become compliant, or offering products from another compliant manufacturer.
- 7) In order to demonstrate continued compliance with the City of Madison's Sweatfree Procurement Policy and Code of Conduct, upon request by the City, the Contractor shall:
 - a. Submit detailed usage reports that at minimum include the amount of contract spend per product, listed as brand and product code.
 - b. Provide Sweatfree Procurement Policy and Code of Conduct compliance documentation for any covered product.
 - c. Cooperate with any monitoring, investigation, or educational effort by the City of Madison or its designee, and make a best-faith effort to ensure that subcontractors cooperate with any monitoring, investigation, or educational program. Cooperation includes unrestricted access to all factories and workers; and access to all records concerning those factories and workers.
 - d. Provide information included in the Sweatfree Compliance Questionnaire, as necessary to facilitate monitoring, investigation or determination of sweatfree compliances, as required by the agreement.

The City reserves the right to investigate all evidence reasonably necessary to determine whether the successful proposer is in full compliance with the City's policy for apparel purchases, including on-site audits by City-approved independent third-party monitors of manufacturing facilities producing contract items.

2.7. EVALUATION OF SWEATFREE COMPLIANCE

The City will evaluate the Contractor's ability to comply with the sweatfree requirements stated in this RFP as well as the Contractor's knowledge and awareness of applicable labor standards and compliance levels in factories that produce goods under the proposed contract. The Contractor shall follow the procedures and submit the necessary forms and responses with regard to sweatfree compliance:

- 1) Submit Appendix B, Bidder Disclosure Statements to meet minimum qualification compliance.
- 2) Submit Appendix C, Proposer Assurance of Intent and Capacity to Submit a Sweatfree Compliance Plan
- 3) Submit Attachment D, Sweatfree Compliance Plan (awarded vendor/manufacturers)
- 4) Participation in the Responsible Manufacturer Program

2.8. CONTRACT REBATES AND ADMINISTRATION FEES

- 2.8.1. The awarded vendor for apparel, footwear or textiles by the City of Madison as a result of this solicitation shall be subject to a rebate fee structure as follows:



- 1 % rebate as the proposed incentive provided by the Contractor when the total volume of purchases reach \$100,000.
 - 1-1/2% rebate as the proposed incentive provided by the Contractor when the total volume of purchases reach \$200,000.
 - 2 % rebate as the proposed incentive provided by the Contractor when the total volume of purchases reach \$300,000.
 - The total volume shall be calculated from purchases made by the City including any purchases made by any public entity as a result of a piggyback or cooperative purchase, Any extension of the contract pricing and/or terms and conditions to any public entity that resulted in a purchase shall be recorded and reported as a purchase from this contract and shall be calculated in the total value of the contract for purposes of determining the applicable rebates and fees.
- 2.8.2. The total volume shall be calculated from purchases made by the City including any purchases made by any public entity as a result of a piggyback or cooperative purchase, Any extension of the contract pricing and/or terms and conditions to any public entity that resulted in a purchase shall be recorded and reported as a purchase from this contract and shall be calculated in the total value of the contract for purposes of determining the applicable rebates and fees.
- 2.8.3. The City shall apply a portion of the rebate towards the costs of monitoring and investigations of alleged violations of the sweatfree code of conduct or policies, conducted by the SPC or any independent third party monitoring entity.
- 2.8.4. The City shall apply a portion of the rebate to the costs of implementing and administering the contract.
- 2.8.5. This payment may be made separately by the vendor and is exclusive of the cost of the contract or purchase order. Payment of the fee is to be made quarterly, on the 7th day of the month following the preceding quarter or as agreed upon by the City.



SECTION 3: CONTRACT PROVISIONS

3.1. PURPOSE AND GENERAL INFORMATION

- 3.1.1. It is the intent of this RFP to award a contract that will fulfill the uniform and program requirements of the City of Madison Fire Department, Metro Transit, Madison Police Department and other City agencies who purchase uniform and apparel items that are covered under this contract.
- 3.1.2. The timing for participation of each agency shall be predicated upon specific contract termination agreements as may be established in current contracts. It is anticipated that the Fire Department and Metro Transit will transition to the new vendor upon award. The Madison Police Department may choose to transition upon award or wait until the renewal options of the current contract is exhausted. However, the items specified under the MPD category will still be available under the contract for purchase by other City agencies or public entities.

3.2. BACKGROUND – MADISON FIRE DEPARTMENT OPERATIONS

The Madison Fire Department (MFD) provides fire, emergency medical, community education and inspection services. The MFD wants uniforms that are easily recognized by the public as the uniform of the Fire Department. Uniforms are furnished for approximately 383 personnel. Uniforms are worn with pride but must be adaptable for all the functions performed in providing varied services to the community. Uniforms must fit well, look professional and be easily cleaned.

The MFD purchases uniforms for employees that belong to two different unions, Chiefs and for some non-represented employees. Local 311 of the International Association of Firefighters AFL-CIO covers firefighters. Local 60, AFSCME-AFL-CIO covers employees performing inspections and community education. There is annual uniform allowance for firefighters. Local 60 personnel along with non-representative personnel receive uniform items on an as needed basis.

3.3. BACKGROUND – METRO TRANSIT OPERATIONS

Metro Transit currently furnishes uniforms to approximately 350 bus operators and twenty (20) supervisors. Metro Transit's goal is to provide uniforms that the employees will take pride in wearing, and that reflect the professionalism of Metro Transit. It is important that the garments fit well, are comfortable, and easy to care for. Employee satisfaction with the uniform is paramount.

Each Metro Operator and Supervisor receives an initial order of six (6) shirts, three (3) trousers, {four (4) trousers for Metro Plus Operators}, one (1) jacket and one (1) hat. Additional uniform orders are placed as needed. Operators must choose shirts from the approved uniform list. Metro supervisors may choose any shirt style they desire. Metro Transit work with the successful bidder to identify professional work clothes for the approximately twenty (20) supervisors.

3.4. BACKGROUND – MADISON POLICE DEPARTMENT OPERATIONS

The City of Madison Police Department employs approximately 470 uniformed personnel. Each new Police Officer receives an annual uniform allowance in the approximate amount of up to \$ 500.00 Typically, a new Police Officer will receive an initial order of six (6) shirts, three (3) trousers, one (1) jacket and two (2) hat plus accessories and duty gear. Additional uniform orders are placed as needed. Officers must choose items from an approved list. The approximate annual total purchase of uniforms and duty gear is \$220,000.00. This amount excludes specialty or tactical gear, badges, etc.



3.5. BACKGROUND – COTTONWEAR AND T-SHIRTS

Many City agencies including Streets, Parks, Engineering, Health, Police, Fire, etc. purchase t-shirts and cottonwear items for a variety of purposes, including but not limited to, utility and workwear, promotional events, specialty events, etc. The estimated volume for this category is \$100,000.

3.6. ESTIMATED CONTRACT VALUE

The estimated dollar volume of Products and Services purchased under the proposed Agreement is five hundred thousand dollars annually. This estimate is based on the annual purchases by the Madison Fire Department, Metro Transit, Madison Police Department and other anticipated purchases by city agencies for t-shirts and cottonwear.

The City of Madison anticipates that the actual volume that will be purchased under the cooperative contract will exceed that which is included in this solicitation. The City of Madison and the Sweatfree Purchasing Consortium is committed to promoting the resulting agreement among other public agency organizations nationwide.

The quantities and amounts listed herein are estimated numbers and are provided for bidding purposes only. The City of Madison makes no guarantees of any specific quantities of commodities or services to be purchased as a result of this contract.

3.7. CONTRACT TERM

The resulting contract shall have an initial term of three (3) years and may be renewed for an additional two year term by mutual agreement of the City and Contractor. Renewal is contingent upon satisfactory performance by the Contractor.

3.8. FUNDING CONTINGENCY

The resulting contract is subject to and contingent upon the continuing availability of funds for the purpose hereof. In the event that the City department does not receive such funds, the department may terminate this contract without liability, including liability for termination cost.

3.9. NON- EXCLUSIVITY

Any contract resulting from this RFP shall not be an exclusive contract. While it is the intent of the City of Madison to direct all purchases for items awarded under the resulting contract, the City reserves the right to purchase like items from other sources, deemed necessary for continuity of operations.

3.10. CHANGES/ADDITIONS/DELETIONS TO CONTRACT

- 3.10.1. Changes, additions, deletions and/or substitutions to the contract items may be necessary from time to time. Any revisions shall be approved by the City and pricing shall be at a price conforming to other like items in the contract and/or shall be negotiated accordingly. All changes to specifications, materials and pricing will be in writing and approved by the City of Madison and the Contractor.
- 3.10.2. Contractor shall submit to the Agency, if requested, new apparel items to test as they become available in the market. Pricing for each item shall be negotiated and agreed upon in writing.

3.11. PRIME CONTRACTOR AND SUBCONTRACTORS

The prime contractor will be responsible for contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the proposer must clearly explain their participation.



3.12. CONTRACT PRICING

- 3.12.1. **Lowest Available Pricing.** Supplier represents that the pricing offered under the resulting contract from this RFP, hereby referred to as the (City of Madison) COM Contract, is the lowest available pricing (net to purchaser) in accordance with the purchasing and sweatfree guidelines provided in this RFP, that it offers to the City and other public agencies who may purchase from this COM contract.
- 3.12.2. **Contracts Offering Lower Prices.** If a pre-existing contract and/or a public agency's unique buying pattern provides one or more public agencies a lower price than that offered under this COM contract, Contractor shall be required to match that lower pricing for customers under the contract and inform the eligible public agencies that the lower pricing is available under the contract. If an eligible public agency requests to be transitioned to the COM Contract, Contractor shall do so and report the public agency's purchases under the COM contract going forward. The price match only applies to the eligible public agencies.

Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices:

- A. Supplier holds a state contract with lower pricing that is available to all public agencies within the state. Supplier would be required to match the lower state pricing under the COM contract and make it available to all public agencies within the state.
- B. Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the COM contract and make it available to the ten cooperative members.
- C. Supplier holds a contract with an individual public agency. The public agency contract does not contain any cooperative language and therefore other public agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the COM contract and make it available only to the individual public agency.

3.13. PROPOSAL PRICING FOR CORE PRODUCTS LIST

- 3.14.1. The items identified in the Pricing Proposal will be considered the core products list of uniforms. This core products list will be reviewed on a quarterly basis, or as frequently as necessary by each agency, and revisions to this list may be implemented on an ongoing basis by mutual agreement of the City and Contractor. The Contractor shall document additions, deletions and revisions as well as dates of these changes to the list during the contract period.
- 3.14.2. **Unit Price.** Proposer shall provide unit price for all uniform pieces on the attached "Price Proposal Pages."
- 3.14.3. **Special Order Prices.** Offerors shall indicate on the Price Proposal page the percentage of increase from the bid prices for all special order sizes. Items considered "special order" are those sizes that are outside of the listed sizes for shirts and pants. There shall be no other extra charge for special orders other than this percentage of increase.
- 3.14.4. **Delivered Prices Only.** Prices must be based F.O.B. Destination, Madison WI.
- 3.14.5. **Firm Price.** Prices must remain firm for the first three years. Thereafter, price increases shall be considered only with substantiated and documented cost increases to the vendor, and only at the time of renewal, subject to approval and/or negotiation by the City and the Contractor.
- 3.14.6. **Price Adjustments.** In the event that Contractor's costs escalate in subsequent years of the contract, a price escalation may be added by the Contractor by using the Consumer Price Index (CPI) formula



indicated below. September 1, 2014 will be the reference date for the beginning (old) CPI. September 1, 2017 and September 1, 2018 and/or September 1 of any renewal year will establish the reference date for the New CPI. Increases claimed by the Contractor in accordance with this formula must be documented by the Contractor to City of Madison's satisfaction at least thirty (30) calendar days prior to the effective date of the increase, i.e. no later than September 1. If there is a change in the price per item in accordance with this formula, the Contractor shall revise and distribute new prices. The effective date of any price increase shall be October 1 of the contract year during which the increased price will be in effect.

$$\text{New CPI / Old CPI} = \text{Price Escalation Rate}$$

$$\text{Price Escalation Rate} \times \text{Old Price} = \text{New Price}$$

- 3.14.7. In the event the City of Madison does not accept the requested price increase, the contract may be cancelled at the end of the then current contract period.
- 3.14.8. Any industry-wide price reductions shall be accorded to the City of Madison during the period of this contract.

3.14. PROPOSAL PRICING FOR MANUFACTURER'S DISCOUNT OFF LIST

- 3.14.1. Provide the minimum percent discount from the most current price list for each manufacturer the Contractor is offering to be considered for an award for all other non-core items which are part of the manufacturer's overall product offering that meets the guidelines and compliance requirements under this RFP. Discounts must be rounded to whole numbers, (e.g., 54% or 48%, NOT 54.2% or 48.1%) from the price list.
- 3.14.2. Proposer must submit the name and date of the most current price list for each manufacturer they choose to bid on list as well as an electronic copy of the price list on common media with their price submission.
- 3.14.3. Discounts Based on Delivered Prices Only. Final pricing after discounts offered shall be based F.O.B. Destination, Madison WI.
- 3.14.4. Firm Discounts. Discounts must remain firm for the first three years. Thereafter, price increases shall be considered only with substantiated and documented cost increases to the vendor, and only at the time of renewal.
- 3.14.5. Bidders may bid on all manufacturers proposed or only the ones they choose.
- 3.14.6. These minimum discounts will be applied to any purchase order or p-card transaction associated with this contract. The City reserves the right to request additional discounts for high volume orders.

3.15. PRICING REPORTING REQUIREMENTS

- 3.15.1. The Contractor must provide a Core List quarterly pricer, in electronic searchable format (e.g., Excel) to the COM contract administrator for price auditing purposes and if requested, the Contractor must submit documentation of costs in the form of a manufacturer or supplier invoice.
- 3.15.2. The Contractor must provide an identical copy of the Core List pricer disk upon request by any user agency.
- 3.15.3. The Contractor must include, with any request for price increase or decrease a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. The State reserves the right to accept or reject, within thirty days (30) days or cancel the contract.
- 3.15.4. Non-Core List product categorical discounts shall be fixed and shall not be decreased during the contract period. Manufacturer's List Price and resulting price to Authorized Users shall be adjusted by



Contractor as changes are announced by manufacturers.

- 3.15.5. All pricing must be verifiable and auditable from the date of contract award.
- 3.15.6. Contractor must notify the COM Contract administrator immediately of any change in contact information for account manager, sales representatives and other key personnel who manage the State contract.

3.16. CONTRACTOR SALES

Contractor shall market the COM contract through Contractor's sales force or dealer network that is properly trained, engaged and committed to offering the COM contract to other public agencies. Contractor shall demonstrate the sweatfree benefits, including the pricing advantage of the COM contract over alternative competitive solicitation pricing for similar items and shall proactively offer the terms and pricing under the COM contract to public agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

3.17. CONTRACT MANAGEMENT

- 3.17.1. The The City and the Contractor shall each have a contract manager/administrator to administer the contractual terms and operations for the COM contract.
- 3.17.2. The contractor's manager shall cooperate with the City's contract administrator on all activities and events related to the administration of the COM contract. The City's Contract Administrator shall be copied on all notices, requests, and other formal communication under this contract.
- 3.17.3. The City and Contractor shall establish regular quarterly meetings and shall meet as often as deemed necessary, to evaluate contract performance and operations for the purpose of maintaining high quality standards for service and product offerings. Such meetings shall stipulate necessary action steps to be taken by the Contractor and/or the City in order to meet and improve cotntract efficiencies and standards.
- 3.17.4. The Contractor shall also meet regularly with each City of Madison agency, the frequency and time to be determined by the agency, to review ordering, inventory and supply as well as address any needs and concerns with regard to the products and services offered under the City of Madison contract.
- 3.17.5. The City reserves reserves the right to conduct audits, (on-site or otherwise) of the contractor's records for the purpose of verifying prices and contract compliance

3.18. USAGE AND SERVICE REPORTING REQUIREMENTS

- 3.18.1. The Contractor must provide the City contract manager and agency administrators with reports on sales and usage, as requested.
- 3.18.2. The City will identify the type of regular reports that the Contractor must provide and the frequency with which such reports shall be provided to the City. The City may also request custom reports as needed. The Contractor shall use commercially reasonable efforts to provide such reports in a reasonable time frame but no later than 10 business days from the time the request was submitted. The Contractor shall provide such reports at no cost to the City.
- 3.18.3. Usage/Sales reports shall be provided in Excel or other requested format, and include some or all of the following information, as requested:
 - Name of Agency
 - Customer Account Number



- Order Number
- Order Date
- Product Description
- Product Subcategory
- Product Unit of Measure
- Manufacturer Name
- Manufacturer Item/SKU Number
- Contractor Item/SKU Number
- Cost to Contractor
- Unit Price
- Quantity Ordered
- Extended Price

3.18.4. Service reports shall be provided in Excel or other requested format, and include some that include some or all of the following information, as requested:

- Invoice Accuracy
- Average Order Time
- Average Backorder Time
- Average Backorder Size
- Customer Satisfaction
- Customer Service Calls Return Time
- List of Discontinued items
- Total amount of Returns
- Total Spend

3.18.5. The Contractor must provide a Core List quarterly pricer, in electronic format (Excel) to the COM contract administrator for price auditing purposes and if requested, the Contractor must submit documentation of costs in the form of a manufacturer or supplier invoice.

3.18.6. The Contractor must provide an identical copy of the Core List pricer disk upon request by any authorized user.

3.18.7. The Contractor must include, with any request for price increase or decrease a copy of the manufacturer's official notice or other evidence that the increase or decrease is applicable to all customers. The State reserves the right to accept or reject, within thirty days (30) days or cancel the contract.

3.18.8. Non-Core List product categorical discounts shall be fixed and shall not be decreased during the contract period. Manufacturer's List Price and resulting price to Authorized Users shall be adjusted by Contractor as changes are announced by manufacturers.

3.18.9. All pricing must be verifiable and auditable from the date of contract award.

3.18.10. Contractor must notify the COM Contract administrator immediately of any change in contact information for account manager, sales representatives and other key personnel who manage the State contract.

3.19. INDEMNIFICATION FOR CREDIT CARD INFORMATION

The Contractor agrees to indemnify and hold the State, it's employees and agents, harmless for, from and against any and all claims, cause of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any loss of State customer credit card or identity information managed, retained or maintained by Contractor, including but not limited to fraudulent or unapproved use of such credit card or identity information.



SECTION 4: PROPOSAL SUBMISSION REQUIREMENTS

4.1. RESPONSE FORMAT

- 4.1.1. The response to the RFP shall be complete but succinct. Elaborate proposals or expensive artwork, beyond that sufficient to present a complete and effective proposal, are not necessary or desired.
- 4.1.2. Proposers are encouraged to submit proposals in the most environmentally preferable way possible by following suggested guidelines, such as: printing double-sided on recycled paper, using products such as folders, binders, paper clips, discs, envelopes, boxes, etc. that contain recycled content, minimizing or eliminating the use of non-recyclable or non-reusable materials contained in binders, plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Unnecessary samples, attachments or documents not specifically asked for should not be submitted.
- 4.1.3. Proposals must be organized with headings and subheadings in the order provided in Section 4.2, Content of Submittals. Each heading and subheading should be separated by tabs or otherwise clearly marked. RFP Form B provides a checklist of all required submittals.
- 4.1.4. Submit the correct number of copies per table below.

<u>Cost Proposal:</u>	Two (2) Copies
<u>Technical Proposal:</u>	Ten (10) Copies
<u>Electronic Copy:</u>	One (1) copy Cost in excel format Technical in PDF format

- 4.1.5. **Hardcopy proposals** typed and securely bound on 8.5 by 11-inch paper. The content of the mailed proposals shall be identical in all regards to the original electronic-copy submitted.
- 4.1.6. **Electronic proposal** stored on a common media (CD, DVD, or flash drive), identical in content and sequence to hardcopy proposals submitted. Unless specifically noted, acceptable formats include Microsoft Word, Microsoft Excel, or PDF.

4.2. REQUIRED INFORMATION AND CONTENT OF PROPOSALS

Please include only the required submittals specified below. Do not submit copy of this entire RFP with your proposal.

Table of Contents

The Table of Contents outlines in sequential order the major sections of your proposal. The submittals are required at specific RFP phases, as specified.

Appendix A: Required RFP Forms (RFP Phase 1)

Include the following required forms (blank forms are included in the RFP):

- A. Signature Affidavit



Submit certification with the legal name of the proposer and signature of the person(s) legally authorized to bind the proposer to a contract.

B. Receipt Forms and Submittal Checklist

Acknowledge and initial parts of RFP received and submitted

C. Proposer Profile Information

Provide business identification and contact information required in the form.

D. Designation of Proprietary and Confidential Information

Complete the form, if applicable.

Appendix B: Bidder Disclosure Statements (RFP Phase 1)

Proposers shall complete Bidder Disclosure Statements for each manufacturer/brand or type (e.g. t-shirt) of apparel where total aggregate value of one item or several items will add up to \$5,000 or more under the contract.

This affidavit of compliance will be the contractor's sworn statement that each proposed production facility, including those of any subcontractors, comply with all of the requirements of Madison General Ordinances, sec. 4.25. If awarded the contract, an updated version of this disclosure statement shall be submitted quarterly to the City or its independent monitoring agency.

Appendix C: Proposer Assurance of Intent and Capacity to Submit Compliance Plan (RFP Phase 1)

Proposers shall submit their intent and capacity to submit compliance plans for each manufacturer/brand of apparel or type (e.g. t-shirt) of apparel where total aggregate value of one item or several items will add up to \$25,000 or more under the contract.

Appendix D: Proposed Uniform Samples (RFP Phase 1)

Refer to Section 2.5.2 (2)a for complete instructions.

Proposers shall submit a list of proposed equivalent alternates under this Appendix. Proposers who intend to propose equivalent alternates must submit product samples and information for consideration, wear testing and approval by the City by the due date listed in the RFP calendar. The City will consider only clearly identified offers of substantially equivalent items that meet or exceed applicable specifications in terms of cost, quality and performance. When alternates are bid/proposed, the Proposer must identify the manufacturer, stock number and demonstrate comparability with appropriate samples, catalog materials, literature, specifications, etc.

Appendix E: Qualifications, Program Implementation and Contract Management (RFP Phase 2)

The City will evaluate the proposer's qualifications and experience in the implementation of this Uniform Management Program. In addition to the information provided in this section, the City of Madison may also utilize other sources of information about the product(s) and/or service(s) proposed by the proposer where these sources are publicly available and are equally available for all competing proposers.



Appendix F: Uniform Program Requirements (RFP Phase 2)

This section specifies requirements which the City considers mandatory for a successful uniform management program. Proposers must indicate one and/or any applicable response code for each program requirement: Conditions of the RFP that include the word “must” or “shall” describe a mandatory requirement. Failure to meet a mandatory performance requirement may disqualify your proposal. The City reserves the right to delete or modify any mandatory specification or condition of the RFP, if determined that no proposers are able to meet the requirement.

Appendix G: Pricing Proposal (RFP Phase 2)

A. Format for Submitting Pricing Proposals

Pricing must be sealed separately from the rest of the written proposal. Likewise, the pricing portion must be a separate file with regards to the electronic submission.

B. The sealed pricing proposal must contain all information relative to providing management services described in the RFP, including but not limited to implementation, training, website development, maintenance and support.

C. Fixed Price Period – All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for a minimum of 180 days starting on the due date for proposals.