

**EXHIBIT**  
**"A"**

**CITY OF ROUND ROCK AGREEMENT FOR  
APPAREL AND CUSTOMIZATION  
WITH  
SRI MONOGRAMMING, INC.**

<b>THE STATE OF TEXAS</b>	§	
	§	
<b>CITY OF ROUND ROCK</b>	§	<b>KNOW ALL BY THESE PRESENTS:</b>
	§	
<b>COUNTY OF WILLIAMSON</b>	§	
<b>COUNTY OF TRAVIS</b>	§	

THAT THIS AGREEMENT for the purchase of apparel and customization services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the \_\_\_\_ day of the month of \_\_\_\_\_, 2024 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and SRI MONOGRAMMING, INC., whose offices are located at 2330 Country Road 172, Round Rock, Texas 78681 (referred to herein as "Vendor").

**RECITALS:**

WHEREAS, City desires to apparel and customization services, and other related goods and services, and City desires to purchase same from Vendor; and

WHEREAS, City has issued its "Request for Proposals" for the provision of said goods and services, and City has selected the bid submitted by Vendor; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

**NOW, THEREFORE, WITNESSETH:**

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

**1.01 DEFINITIONS**

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and Vendor is obligated to sell same. The Agreement includes the following: (a) City's Request for Proposals designated RFP 23-033 dated August 2023; (b) Vendor's Response to RFP; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Vendor's Response to RFP;
- (3) City's Request for Proposals, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and Services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Vendor** means SRI Monogramming, Inc. or any of its successors or assigns.

## **2.01 EFFECTIVE DATE AND TERM**

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

## **3.01 CONTRACT DOCUMENTS AND EXHIBITS**

City selected Vendor to supply certain goods and services as outlined in RFP 23-033 dated August 2023. The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

## **4.01 DUAL PROVIDERS**

The parties specifically acknowledge and agree that Vendor shall be considered as one of the two (2) providers for specified goods and services set forth in the Contract Documents. Vendor specifically further acknowledges and agrees that this Agreement is not an exclusive Agreement. City may, in its sole and unfettered discretion, elect to use either Vendor or the

other dual provider in whatever order it deems to be the “best value” for the City. City is not obligated to use or purchase any estimated annual quantity of goods or services, and no guarantee is made of any minimum or maximum purchase.

#### **5.01 ITEMS AWARDED**

A. All bid items listed in Exhibit “A” are awarded to Vendor.

B. For purposes of this Agreement, City has issued documents delineating the required services (specifically Request for Proposals Solicitation Number 23-033 dated August 2023). Vendor has issued its response agreeing to provide all such required goods and services in all specified particulars. All such referenced documents are included in Exhibit “A.” When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all goods and services described under the attached exhibits within the contract term specified in Section 2.01. Vendor’s undertakings shall be limited to providing goods and services for the City and/or advising City concerning those matters on which Vendor has been specifically engaged. Vendor shall provide said goods and services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

#### **6.01 COSTS**

A. Only if, as, and when needed by City, the bid costs listed on Exhibit “A,” which are specifically relevant to the referenced bid items, shall be the basis of any charges collected by Vendor.

B. Vendor specifically acknowledges and agrees that City is not obligated to purchase any quantity of goods or services, and City may not expend in excess of **Eight Hundred Thousand and No/100 Dollars (\$800,000.00)** for Vendor’s goods and/or services combined with the dual provider’s goods and/or services for the term of this Agreement.

#### **7.01 INVOICES**

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery dates.

## **8.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING**

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City of Round Rock's bid, with the consent and agreement of the successful vendor(s) and Round Rock. Such agreement shall be conclusively inferred for the vendor from lack of exception to this clause in the vendor's response. However, all parties hereby expressly agree that the City of Round Rock is not an agent of, partner to, or representative of those outside agencies or entities and that the City of Round Rock is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

## **9.01 PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

**10.01 GRATUITIES AND BRIBES**

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

**11.01 TAXES**

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

**12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS**

If Vendor cannot provide the goods and services as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

**13.01 CITY'S REPRESENTATIVE**

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Rick Atkins  
Parks and Recreation Department Director  
301 W. Bagdad Avenue, Suite 250  
Round Rock, Texas 78664  
(512) 341-3344  
[ratkins@roundrocktexas.gov](mailto:ratkins@roundrocktexas.gov)

**14.01 INSURANCE**

Vendor shall meet all City of Round Rock Insurance Requirements as set forth in RFP No. 2023-033 dated August 2023 and at:  
[http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr\\_insurance\\_07.20112.pdf](http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf).

**15.01 RIGHT TO ASSURANCE**

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

## **16.01 DEFAULT**

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods and services elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

## **17.01 TERMINATION AND SUSPENSION**

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

## **18.01 INDEMNIFICATION**

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all

other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

#### **19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES**

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2271, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

D. In accordance with Chapter 2274, Texas Government Code, a governmental entity may not enter into a contract with a company with at least ten (10) full-time employees for a value of at least One Hundred Thousand and No/100 Dollars (\$100,000.00) unless the contract has a provision verifying that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

#### **20.01 ASSIGNMENT AND DELEGATION**

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

**21.01 NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

- 1. When delivered personally to the recipient’s address as stated in this Agreement; or
- 2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient’s address as stated in this Agreement.

**Notice to Vendor:**

SRI Monogramming, Inc.  
2330 Country Road 172  
Round Rock, Texas 78681

**Notice to City:**

City Manager  
221 East Main Street  
Round Rock, TX 78664

AND TO: Stephanie L. Sandre, City Attorney  
309 East Main Street  
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

**22.01 APPLICABLE LAW, ENFORCEMENT AND VENUE**

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**23.01 EXCLUSIVE AGREEMENT**

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

**24.01 DISPUTE RESOLUTION**

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.



## **25.01 SEVERABILITY**

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **26.01 MISCELLANEOUS PROVISIONS**

**Standard of Care.** Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

**Time is of the Essence.** Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

**Force Majeure.** Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

**Multiple Counterparts.** This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

**City of Round Rock, Texas**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

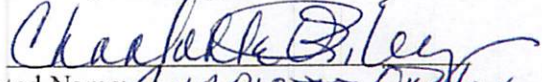
**Attest:**

By: \_\_\_\_\_  
Meagan Spinks, City Clerk

**For City, Approved as to Form:**

By: \_\_\_\_\_  
Stephanie L. Sandre, City Attorney

**SRI Monogramming, Inc.**

By:   
Printed Name: CHARLOTTE DRILEY  
Title: PRESIDENT  
Date Signed: 11/2/24



**City of Round Rock, Texas**  
**Purchasing Division**  
221 East Main Street  
Round Rock, Texas 78664-5299  
[www.roundrocktexas.gov](http://www.roundrocktexas.gov)

**REQUEST FOR PROPOSAL (RFP)**

**APPAREL AND CUSTOMIZATION**

**SOLICITATION NUMBER 23-033**

**AUGUST 2023**

Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

**APPAREL AND CUSTOMIZATION  
PART I  
GENERAL REQUIREMENTS**

- 1. **PURPOSE AND BACKGROUND:** The City of Round Rock, herein after “the City” seeks offers from firms experienced in providing logo design artwork, screen printing, embroidery, and/or heat press/sublimation, sports apparel/uniforms, t-shirts, outerwear, and additional clothing items that may or may not require customization. The Contract amount shall not exceed an estimated annual amount of \$ 800,000.

The City of Round Rock Parks and Recreation Department requires a contract for various printed and non-printed items of outerwear to support their city-sponsored events and teams. Additional locations and departments may utilize the resulting Contract for similar activities. The City intends to multi-award this contract.

- 2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-4
Part II – Definitions, Standard Terms and Conditions, and Insurance Requirements	Page 5
Part III – Supplemental Terms and Conditions	Page(s) 6-8
Part IV – Scope of Work	Page(s) 9-10
Part V – Proposal Preparation Instructions and Evaluation Factors	Page(s) 11-14
Attachment A – Reference Sheet	Separate Attachment
Attachment B – Subcontractor Information Form	Separate Attachment
Attachment C-Bonfire Submittal Form	Separate Attachment

- 3. **SCHEDULE OF EVENTS:** It is the City’s intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	August 16, 2023
<b>Optional</b> Pre-Proposal meeting	August 31, 2023 @ 10:00AM, CST
Deadline for submission of questions	September 6, 2023 @ 5:00 PM, CST
City responses to questions or addendums	Approximately September 11, 2023 @ 5:00 PM, CST
<b>Deadline for submission of responses</b>	September 21, 2023@ 3:00 PM, CST

All questions regarding the solicitation shall be submitted through Bonfire in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City’s response to the questions shall be posted on the City’s webpage in the form of an addendum at:

<https://roundrocktexas.bonfirehub.com>

The City reserves the right to modify these dates. Notice of date change will be posted to the City’s website:

<https://roundrocktexas.bonfirehub.com>

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

4. **SOLICITATION UPDATES:** Respondents shall be responsible for monitoring the City's website at <https://roundrocktexas.bonfirehub.com> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.
5. **OPTIONAL PRE-PROPOSAL MEETING:** A pre-proposal meeting will be conducted to fully acquaint Respondents with the facilities, difficulties and/or restrictions inherent in the services specified. The pre-proposal meeting will be conducted on the date specified in PART I, Section 3- Schedule of Events.
  - A. Attendance at the pre-proposal meeting is optional. Respondents shall sign-in at the pre-proposal meeting to document their attendance. The City reserves the right to determine a response "not available for award" if the Respondent fails to attend the mandatory pre-proposal meeting and site visit tour which shall initially begin at:  
  
**City Hall Council Chambers  
221 East Main Street  
Round Rock, Texas 78664**
  - B. Respondents are strongly encouraged to bring a copy of the solicitation document with them to the pre-proposal meeting.
6. **RESPONSE DUE DATE:** Appropriately submitted responses are due at or before 3:00 PM, on the due date noted in PART I, Section 3 – Schedule of Events. The Offeror shall respond via the City's electronic bidding platform, Bonfire: <https://roundrocktexas.bonfirehub.com>
  - A. This request for proposal (RFP) does not commit the City to contract for any supply or service.
  - B. No paper or submittals outside of Bonfire will be accepted by the City.
  - C. Responses cannot be altered or amended after digital opening.
  - D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
  - E. The City will not be bound by any oral statement or offer made contrary to the written specifications.
  - F. Late responses will not be considered.
7. **CERTIFICATE OF INTERESTED PARTIES:** Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed, and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:  
[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)
8. **EX PARTE COMMUNICATION:** Please note that to insure the proper and fair evaluation of an offer, the City of Round Rock prohibits ex parte communication (e.g., unsolicited) initiated by the Offeror to the City Official, Employee, City Consultant, or Evaluation Team member evaluating or considering the offers prior to the time an award decision has been confirmed. Communication between an Offeror and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the offer. Ex parte communication may be grounds for disqualifying the offending Offeror from consideration of award in evaluation or any future bid.
9. **OPPORTUNITY TO PROTEST:** The Purchasing Manager for the City of Round Rock ("City"), in consultation with the City Attorney, shall have the authority to settle or resolve any dispute concerning the solicitation or award of a contract. The Purchasing Manager may solicit written responses to the protest from other interested parties. The aggrieved person must prepare his or her complaint in writing and send it by electronic mail to the City's Purchasing Department at [protest@roundrocktexas.gov](mailto:protest@roundrocktexas.gov).  
  
In the event of a timely protest, the City shall not proceed further with the solicitation or award of a contract unless it is determined that the award must take place without delay, to protect the best interests of the City. The procedures for notifying the City of an alleged deficiency or filing a protest are listed below. If you fail to comply with any of these requirements, the Purchasing Office may dismiss your complaint or protest.

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

- A. **Prior to Offer Due Date:** If you are a prospective offeror for the award of a contract ("Offeror") and you become aware of the facts regarding what you believe is a deficiency in the solicitation process before the due date for receipt of offers in response to a solicitation ("Offers"), you must notify the City in writing of the alleged deficiency before that date, giving the City an opportunity to resolve the situation prior to the Offer due date.
- B. **After Offer Due Date:** If you submit an Offer to the City and you believe that there has been a deficiency in the solicitation process or the award, you have the opportunity to protest the solicitation process, or the recommended award as follows:
- i. You must file a written notice of your intent to protest within four (4) working days of the date that you know or should have known of the facts relating to the protest. If you do not file a written notice of intent within this time, you have waived all rights to protest the solicitation process or the award.
  - ii. You must file your formal written protest within ten (10) working days of the date that you know or should have known of the facts relating to the protest unless you know of the facts before the Offer has been closed. If you know of the facts before those dates, you must notify the City as stated in section (A) above.
  - iii. You must submit your protest in writing and must include the following information:
    - a. your name, address, telephone number, and email address.
    - b. the solicitation number.
    - c. a specific identification of the statutory or regulatory provision that you are alleging has been violated.
    - d. a detailed statement of the factual grounds for your protest, including copies of any relevant documents.
    - e. a statement of any issues of law or fact that you contend must be resolved; and
    - f. a statement of the argument and authority that you offer in support of your protest.
  - iv. Your protest must be concise and presented logically and factually to help with the City's review.
- C. **Receipt of Timely Protest:** When the City receives a timely and complete written protest, the Purchasing Manager, with assistance from the City Attorney, shall make one of the following determinations:
- i. Determine that a violation of rules and statutes has occurred prior to the award of the contract and inform you and other interested parties of the determination. The City will prepare updated solicitation documents and will re-solicit.
  - ii. Determine that no violation of rules or statutes has occurred and inform you and other interested parties of the decision by letter. The reasons for the determination will be presented in the letter.
  - iii. Determine that a violation of rules and statutes has occurred after the award of the contract and inform you and other interested parties of the determination. However, the awarded contract will not be canceled. As needed, corrective actions may be taken with purchasing or any other pertinent City staff.
  - iv. A determination will usually be made within fifteen (15) business days after receipt of the formal protest.
  - v. **Any written decisions by the Purchasing Manager shall be the final administrative action for the City.**

All documentation pertaining to a protest will be kept on file at the City and are subject to open records requests.

Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

**PART II  
DEFINITIONS, STANDARD TERMS AND CONDITIONS,  
AND INSURANCE REQUIREMENTS**

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. These can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-departments/purchasing/>. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract.
2. **INSURANCE:** Insurance does not apply to this solicitation.

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

### PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
  - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
  - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 120 days.
  
2. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
  - A. Be firms, corporations, individuals, or partnerships normally engaged in providing apparel and customization as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City.
  - B. In order to confirm financial stability, the City may choose to review audited financial statements at any time throughout the RFP evaluation process. Upon request, the Respondent shall provide two years audited financial statements, including any notes or supplemental schedules within 2 business days of the original request.
  - C. The Respondent shall include in the proposal a list of all litigation the company or its principals have been involved in within the last three (3) years.
  - D. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this RFP process.
  - E. Must have a physical permanent business location within 30 miles of Round Rock. Private residences and respondents outside of the immediate area will not be included for consideration in this procurement process.
  
3. **SUBCONTRACTORS:** The City seeks to do business directly with a company experienced in providing logo design artwork, screen printing, embroidery, and/or heat press/sublimation services, providing sports apparel/uniforms, outerwear, and additional clothing items. Subcontractors ***shall not*** be used for any print task; this work shall be done by the Contractor's staff and on their equipment.  
  
***Subcontracting may only be used for embroidery services.*** If Subcontractors will be used, the Respondent is required to complete and submit with their proposal response Attachment B: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
  - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
  - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
  - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
  
4. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules, and regulations. The Respondent shall:



## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules, and regulations in the performance of these services.
  - B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern.
  - C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
5. **WORKFORCE:** Successful Respondent shall:
- A. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner.
  - B. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee.
  - C. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.
6. **PRICING:** The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds, and risk management. No separate line-item charges shall be permitted for either response or invoice purposes.
7. **PUBLISHED PRICE LISTS:**
- A. The list upon which the discounts are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include prices, title of the discount and number, and the latest effective date of the price list. All price lists submitted become part of the Offer.
  - B. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision.
8. **PRICE INCREASE:** Contract prices for apparel customization shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 10% for any single line item unless otherwise approved by the City.
- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December), and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi>
  - B. **Procedure to Request Increase:**
    - i. Email the written price increase request to [purchasing@roundrocktexas.gov](mailto:purchasing@roundrocktexas.gov) with the rate detail comparison, a comprehensive calculation, and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase.
    - ii. Upon receipt of the request, the City reserves the right to either accept the escalation and make change to the purchase order within 30 days of the request or negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

9. **ACCEPTANCE/INSPECTION:** Acceptance/Inspection should not take more than five (5) working days. The Contractor will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City the Contractor shall agree to reperform services to specification at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere.
10. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded Contractor's performance anytime during the contract term.
11. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
12. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Respondents to the solicitation will be notified when City staff recommendation of award has been made. The award announcement will be posted to the City's website at <https://roundrocktexas.bonfirehub.com> once City Council has approved the recommendation of award and the agreement has been executed.
13. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
  - A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
  - B. **The City's designated representative:** The City's designated representative shall be:  
**Jenene Jeffries-Uhrig**  
**Manager**  
**Parks and Recreations**  
**Phone: +1 (512) 341-3362**  
**E-mail: [jjeffries@roundrocktexas.gov](mailto:jjeffries@roundrocktexas.gov)**

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

### PART IV SCOPE OF WORK

1. **PURPOSE:** The City of Round Rock, herein after "the City" seeks proposals from firms experienced in providing sports apparel/uniforms, t-shirts, outerwear, screen printing, logo design artwork, embroidery, heat press/ sublimation, and additional clothing items that may or may not require customization.

2. **BACKGROUND:** The City of Round Rock Parks and Recreation Department requires a contract for various printed and non-printed items of clothing to support their city-sponsored events and programs.

The Round Rock Parks and Recreation Department prides itself in creating program and event t-shirts that participants will want to wear over and over, thus promoting the City and encouraging participation in future department programs and events. The branding of the program or event through the apparel is very important and a creative, eye-catching graphic design for the apparel is a must.

The City of Round Rock expects an availability of sizes ranging from YXS – 5XL (with additional extended sizes available as needed) in a wide variety of colors to choose from. While the brands listed on the Cost Proposal Sheet are commonly used by the Department other brands and blends may be considered **after contract award** to keep the quality of the program/event apparel eye-catching and desirable to the participants.

#### 3. **SCOPE OF WORK**

A. **Silk Screen, Screen Print, Heat Press, Sublimation, and Logo Print Requirements-** The Contractor shall have an art designer on staff used to design artwork ranging from small (2") to large (12") art designs as well as other sizes as needed. Colors of the resulting in-house design and print work will not exceed a maximum of four colors unless requested and agreed upon by the requesting department.

B. **Embroidery-** The Contractor shall have the facilities or hire a subcontractor capable of performing embroidery services as required. Thread colors of the embroidered logos or designs will not exceed a maximum of four colors unless requested and agreed upon by the requesting department.

C. **Finished Product-** All printing and embroidery work must be guaranteed 100% washable, with permanent paint or dye process.

#### 4. **PRICE QUOTATION AND ORDERING PROCESS**

A. For each order the Contractor must provide a quotation to the department that includes all associated costs for producing the item(s) requested.

B. All prices in the quotation shall be equal to or less than the contracted prices.

C. Orders will be placed using a Purchase Order.

D. No work shall be performed prior to the receipt of a Purchase Order.

E. No Minimum quantities allowed.

F. Any Reorder item shall be priced at the same price as the original order

G. All quotes must be valid for a minimum of 30 days.

#### 5. **DELIVERY REQUIREMENTS**

A. Delivery requirements will vary upon the needs of the City.

B. If an emergency need is found, the City may request a shorter delivery time.

C. All products included in the solicitation shall be F.O.B. destination. All items will be freight prepaid and allowed and included in the unit price unless otherwise specified within the contract.

D. Any Reordered item shall not be subject to shipping fees.

E. Ordering and direct delivery will involve various locations and departments within the City.

F. Departments may request to pick up items at the Contractor's location.

G. The City expressly reserves all rights under law, including but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before them, and to reject defective or non-conforming deliverables.

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

- H. Guarantee- The Contractor shall replace any defective or improperly manufactured garments/products, any improper printing, or incorrect embroidery upon request for the City at no additional cost to the City.
6. **PRODUCT VARIETY AND AVAILABILITY:** Proposer shall indicate the different manufacturers of clothing, sizes offered, colors offered, and provide a list or website indicating the Respondent's catalog from which the City may order.
- A. Any items on back order must be immediately disclosed to the City, and an alternative product should be recommended to the City if a deadline must be met at comparable pricing.
7. **DESIGNATED CONTACT PERSON:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified crew leader/point of contact (POC) upon award of the contract.
- A. The City shall be provided with the designated person's name and telephone number.
  - B. This contact person shall remain the same throughout the term of the contract or upon termination of the contact person. If a change has been made in the contact person due to internal personnel changes, the City's designated representative shall be notified by the Contractor immediately at the time of the change. NO substitutions of key personnel shall be permitted without written approval of the authorized City's designated representative.
  - C. The contact person shall be identified in the solicitation response and may be required to attend an oral presentation to the selection team prior to award of contract.
  - D. The Contractor shall provide the City with a secondary POC if the primary POC will be unavailable.
8. **MAINTAIN COMMUNICATION:** Communication is vital to the City of Round Rock. The City requires timely communication throughout the entire job process. The City understands that lead times can vary depending upon the size, manufacturer, and difficulty of the required tasks.

City of Round Rock  
 Apparel and Customization  
 RFP No. 23-033  
 Commodity Code: 200-74/ 200-70/200-10  
 August 2023

**PART V  
 PROPOSAL PREPARATION INSTRUCTIONS  
 AND EVALUATION FACTORS**

1. **PROPOSAL ACCEPTANCE PERIOD:** All proposals are valid for a period of one hundred and twenty (120) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.
2. **PROPOSAL RESPONSE:** Responses shall be clear and concise while appropriately responding to the evaluation criteria listed below in Section 3. In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to:  
<https://roundrocktxvendors.munisselfservice.com/Vendors/default.aspx>

**Proposal Submittal Instructions:** The Respondent shall include all of the following documents in their response-

- Attachment A- Reference Sheet
- Attachment B- Subcontractor Form (if applicable)
- Attachment C-Bonfire Submittal Form
- Acknowledged Addenda (if applicable)
- Company Information- which gives in brief, concise terms, a summation of the proposal. Include the following-

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

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

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

- Segment requirements listed below.
- A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities.
- List of Exceptions (if any)- Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal by the City. Exceptions to this solicitation if any, shall be submitted on a separate sheet labeled "Exceptions" with the Respondent's proposal.

**3. EVALUATION CRITERIA:**

A. Segment 1 – Program

- i. **System Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- ii. **Approach and Timeline:** Describe your process for ensuring the City's apparel project needs are met. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to your plan for project completion. Specifically:
  - a) Provide a description of how you would tailor your art design program to a specific requestor's project needs.
  - b) Describe your quality assurance program and the steps you would take to remedy a production or quality issue.

Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

- c) Detail the steps you will take in proceeding from the request of apparel with artwork design through delivery/pick-up.
- d) Describe your lead time estimates for program/event t-shirts and athletic apparel/uniforms.
- e) Describe your process for prioritizing an expedited request for an order.
- f) The Proposer must state his compliance with terms of this Request for Proposal (RFP).
- g) List all printing and specialty services your company provides (screen-printing, embroidery, sublimation, laser printing, heat press, etc.). Please also list all types of garments and products available for each type of service.

**B. Segment 2 – Company Work Experience and Personnel**

- i. **Prior Experience:** State the number of years the Respondent company has been providing the services requested in the solicitation. Describe only relevant municipal, corporate, and individual experience for the company and personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2014. Supply the project title, year, and reference name, title, present address, and phone number of principal persons for whom prior projects were accomplished.
- ii. **Personnel:** Include names, qualifications, and resumes of all personnel who will be assigned to the account. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title.

**C. Segment 3 – Cost Proposal:** Information involving the brand-specific requirements listed shall be described by the following subsection and is required from each Proposer. Your method of costing may or may not be used but should be described. Cost proposal should be presented on a separate document based on the following information:

- i. Include responses on the cost proposal sheet for production charges for screen printing. Please include such information as:

Hourly fee for Artwork/Graphic Design Services
Flashing- Charge for screening on a white base prior to the screening process for dark-colored materials
Special Colored Ink Mixing - for colors other than standard PMS colors.
Color Charge- 1 color
Color Charge- 2 colors
Color Charge- 3 colors
Color Charge- 4 colors
Color Charge - for each additional color beyond 4 colors
Film charge per color
Set-up Charge – One-time charge per single press run
Digitization Fee – One-time charge per single run

Please include any additional information regarding quantities or other fees.

- ii. Include responses on the cost proposal sheet for production charges for embroidery. Please include:

Embroidery Charge (one color) per # of stitches
Embroidery Charge (for each additional color beyond one color) – per # stitches

Please include any additional information regarding quantities or other fees.

Exhibit "A"

City of Round Rock  
 Apparel and Customization  
 RFP No. 23-033  
 Commodity Code: 200-74/ 200-70/200-10  
 August 2023

- iii. In a separate document include percent off MSRP for the listed brands. Percent off MSRP will be averaged per section or together (if both are provided) and ranked.

Percent off MSRP	Points Awarded
0-9%	0
10-19%	4
20-29%	8
30-39%	12
40-49%	16
>50%	20

The most commonly used Brands by the City are:

- Bella + Canvas
- Next Level
- Gildan
- Augusta Active Sportswear
- Team Sportswear
- Badger Sport
- Adidas
- OGIO

The City may choose to use other brands on the Contractors' catalog. Please list any other catalogs or discounts offered.

- iv. **Additional Cost Requirements-** The information provided below will become part of the contract but will not be evaluated for cost:
  - a) List and charges applicable for expedited orders.
  - b) List any product exceptions and the percent total off MSRP pricing for these exceptions.
  - c) List any quantity discounts you will offer the City. Please provide a quantity breakdown and any corresponding percent off MSRP on a separate sheet.
  - d) The City understands that industry practice involves pricing clothing based on what is white, light, or dark. Please include any explanation of price differences on a separate sheet of paper.

D. Segment 4 - Product Variety and Availability:

- i. Provide in a separate document all other brands and their related percent off MSRP.

4. **EVALUATION SCORING:** The intent of the City is to award to one Respondent in accordance with the evaluation criteria below. The purpose of this evaluation criteria is to determine which proposal best meets the requirements and provides the best overall value to the City.

A. Evaluation Criteria:	Weights:
• Program (Segment 1)	20 points
• Business History and Experience (Segment 2)	20 points
• Variety of Products Available (Segment 4)	20 points
• <u>Cost Proposal (Segment 3)</u>	<u>40 points</u>
Maximum Weight:	100 pts

- B. An evaluation committee will be established to evaluate the proposal. The committee will include employees of the City and may include other impartial individuals who are not City employees. The evaluation committee will determine if discussions and/or Best and Final Offers (BAFO) are necessary. Award of a contract may be made without discussions or BAFO, if in the best interest of the City. The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal response. The City may, at its discretion, elect to have respondents provide oral presentations of their

## Exhibit "A"

City of Round Rock  
Apparel and Customization  
RFP No. 23-033  
Commodity Code: 200-74/ 200-70/200-10  
August 2023

proposal. The City reserves the right to rescore an offer based on provided demonstrations. A request for a BAFO is at the sole discretion of the City and will be requested in writing. The evaluation committee will evaluate the finalists and make a recommendation for award.

- C. The City reserves the right to reject any or all proposals submitted, or to award to the respondent who in the City's opinion, offers the best value to the City. The City also reserves the right to cancel the RFP process and pursue alternate methods for providing the requirements.
- D. The City reserves the right to conduct studies and other investigations as necessary to evaluate any proposal.
- E. The City reserves the right to waive any minor technicality, irregularities, or informalities noted in the submission process. Submission of proposal confers no legal rights upon any Respondent.
- F. The City reserves the right to request further documentation or information and to discuss proposal response with any Respondent in order to answer questions or to clarify any aspects of the proposal.
- G. The City may develop a "short list" of qualified proposal and may determine that the Respondent(s) should submit a Best and Final Offer (BAFO). Each "short listed" Respondent will be given a reasonable opportunity for discussion and revision of their proposal.

### **5. AGREEMENT NEGOTIATIONS AND AWARD PROCESS:**

- A. A proposal presented in response to this RFP is subject to negotiation concerning any issues deemed relevant by the City. The City reserves the right to negotiate any issue with any party. Any unsolicited communication by the Respondent to a City official, undesignated employee, or an evaluation team member evaluating or considering the offers may be grounds for disqualifying the offending Offeror from consideration of award.
- B. Submission of proposal indicates the Respondent's acceptance of the evaluation process and recognition that the City may make subjective judgments in evaluating the proposal to determine the best value for the City.
- C. If negotiations are successful, the City and Respondent may enter into an agreement. If negotiations are unsuccessful, the City may formally end negotiations with that Respondent.
- D. The City also reserves the right to reject any or all submittals, or to accept any submittal deemed most advantageous, or to waive any irregularities or informalities in the submittal received.
- E. An independent signed authorized Contract will be sent to the successful Respondent(s). Execution of a City of Round Rock contract is required prior to starting work and processing any payments to the Contractor.

### **6. POST AWARD MEETING: The City and the Respondent may schedule a post award meeting to discuss, but not be limited to the following:**

- A. The method to provide a smooth and orderly transition of services performed from the current Contractor.
- B. Provide City contact(s) information for implementation of the Agreement.
- C. Identify specific milestones, goals, and strategies to meet objectives.



Exhibit "A"

**ATTACHMENT A  
REFERENCE SHEET**

**PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

**SOLICITATION NUMBER:** 23-033

**RESPONDENT'S NAME:** Charlotte O'Riley **DATE:** 9/12/23

Provide the name, address, telephone number and E-MAIL of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. **Company's Name** AUSTIN COMMUNITY COLLEGE  
**Name of Contact** DAHLIA ANZALDUA-TORRES, CINDY JONES  
**Title of Contact** MARKETING  
**E-Mail Address** ANZADUA@AUSTINCC.EDU  
**Present Address** 9101 TUSCANY WAY  
**City, State, Zip Code** AUSTIN, TEXAS 78754  
**Telephone Number** ( ) 512-233-7595 **Fax Number:** ( )

2. **Company's Name** WILLIAMSON COUNTY CONSTABLE PRECINCT 4  
**Name of Contact** MIKE PENDLEY  
**Title of Contact** OFFICER  
**E-Mail Address** MPENDLEY@WILCO.ORG  
**Present Address** 412 VANCE ST #3  
**City, State, Zip Code** Taylor, Texas 76574  
**Telephone Number** ( ) 512-352-4181 **Fax Number:** ( )

3. **Company's Name** TEXAS ANIMAL HEALTH COMMISSION  
**Name of Contact** CHANA KRAMER  
**Title of Contact**   
**E-Mail Address** CHANA.KRAMER@TAHC.TEXAS.GOV  
**Present Address** PO BOX 12966  
**City, State, Zip Code** AUSTIN, TEXAS 78811-2966  
**Telephone Number** ( ) 512-568-6085 **Fax Number:** ( )

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM CONSIDERATION FOR AWARD.**

## Exhibit "A"

**PRICING IS BASED ON QUANTITY + DESIGN**

**Screen Charges are a separate charge not included in the price of the garment.**

**NO MSRP PERCENTS OFF.**

**THE BRANDS LISTED ARE AVAILABE AT SRI – DEPENDING ON STOCK AVAILABILTY**

**PRICE CHANGES ARE SUBJECT TO CHANGE DEPENDING ON COLOR AND SIZE – XSMALL THRU XLARGE BEING ONE PRICE AND XXL AND ABOVE BEING ANOTHER PRICE.**

**SRI Monogramming Inc. is a commercial Embroidery, Screen Printing and Promotional Products Company that has worked with City and State agencies, baseball leagues, restaurants, construction companies, and fulfilled many special event projects since 1991.**

**We have offered quality in house embroidery for 30 years and in house screen printing for 16 years,**

**We are open for the City of Round Rock to come into our showroom and look to find your next project, uniform, or special event. We will always answer your questions to the best of our abilities. We will provide a friendly and professional atmosphere to meet your special needs.**

## Exhibit "A"

2. If camera ready art is not available SRI can offer reproducing the art with our artist for \$30.00 an hour
3. When a design is submitted for a project it is approximately 24 to 48 hours for digitizing to be done. The design will be sewn out in the colors of thread you picked out and on material. If the design meets your salesperson approval they will then let you know that they have it for you to look at. This can either be done by email or by coming to the office and looking at the sew out, we recommend looking at the actual design. Corrections can be made at this time. If the design is approved it is put into production for the requested due date.

Digitizing fees - \$50.00 for designs up 8,000 stitches – 6 colors  
\$75.00 for designs 8001 up to 10,000 stitches – 6 colors  
Any design over 10,000 stitches will need to be quoted. – 6 colors

SRI Monogramming uses a backing on all garments to hold the integrity of the design.

4. Caps designs are the same as above with the exception that the size is limited to 2 ¼ tall and 4" wide. The sides of caps can be done on request and the back can also be done.

**PRICING IS BASED ON QUANTITY, PRODUCT + DESIGN**  
**MINIMUM ORDER FOR EMBROIDERY IS 1 PIECE**

Our sales team is very experienced in what they do – they will always advise on a project if they feel that there may be sewing quality issues as in lettering to small or design to detailed for embroidery. The sales person you are working with will let you know of any issues with design or turn around time.

**SRI MONOGRAMMING INC REQUIRE VECTOR ART FOR ALL SCREEN PRINTING**

1. All screen printing art needs to be sent in PDF or Vector art for reproduction. This should be detailed with size, color combinations. If SRI needs to create your art it will be \$30.00 an hour. The design will be emailed to you for approval in the colors requested. The approval will be on a mock-up to show placement requested. SRI has regular PMS colors in stock to choose from, any special colors that need to be mixed needs to be discussed with the sales person and the cost will be quoted.
2. Your salesperson will always recommend products that best suit the screen printing process. They will always let you know any choices that could possibly represent a quality issue.

Screen Printing Art Charge for custom \$30.00 per hour  
Screen Charges \$20.00 Per Screen – this is based on how many colors are in the design...6 color limit – one time charge.

**Note: Additional Screen Charge for Dark Color Items**

## Exhibit "A"

SRI Monogramming Inc.  
2330 County Road 172  
Round Rock, Texas 78681

### **PART V – PROPOSAL:**

#### **BUSINESS ORGANIZATION:**

SRI Monogramming Inc. has been owned and operated by the O'Riley family in the City of Round Rock Since 1991. SRI offers embroidery and screen printing. SRI offers a full service one stop shop with a show room with the products mentioned in this proposal to touch, see available colors and try on if you want. Our hat room has many choices of caps popular now as in the Richardson 112. You can also find our website at [www.srimonogramming.com](http://www.srimonogramming.com). We are here to help however possible to make your purchase a complete success.

Any of SRI Monogramming's sales team can assist the City of Round Rock with any information needed for projects being requested...details on product – designs -thread colors – ink colors and turnaround times.

#### **SALES REPS:**

NICKI JOHNSTON – [nicki@srimonogramming.com](mailto:nicki@srimonogramming.com)  
DESIREE GULLORY – [desiree@srimonogramming.com](mailto:desiree@srimonogramming.com)

SRI MONOGRAMMING, INC  
2330 COUNTY ROAD 172  
ROUND ROCK, TEXAS 78681  
\*SRI MONOGRAMMING INC. OPERATES AS A CORPORATION IN THE STATE OF TEXAS

#### **AUTHORIZED NEGOTIATOR:**

Charlotte O'Riley, President  
[charlotte@srimonogramming.com](mailto:charlotte@srimonogramming.com)  
512-388-4989

**SRI Monogramming Inc. requires Tax Exempt Companies or State Agencies to provide a Sales Tax Exempt Form signed and dated at the time of the first purchase.**

#### **EVALUATION CRITERIA:**

##### **SRI MONOGRAMMING REQUIRES ART FOR ALL EMBROIDERY DESIGNS FOR DIGITIZING**

- 1. Sometimes referred to as camera ready art, designs for all embroidery needs to be specific for digitizing purposes. The size of the logo for left chest is normally 3.5" x 3.5". A back would normally be 10" x 10". The salesperson will recommend adjustments if necessary for a better reproduction of your art into stitches. Any lettering that is font specific needs to be detailed in the art...font style and font size. Digitized designs will be sewn in the colors requested up to 6 colors. SRI Monogramming has all offered colors of thread in our showroom to pick from.**

Exhibit "A"  
ATTACHMENT C  
SOLCITATION SUBMITTAL FORM AND EXECUTION

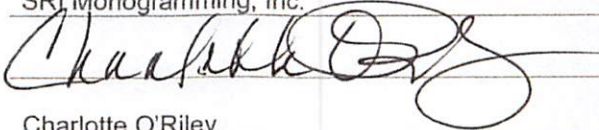
**NOTE: RESPONDENTS SHALL COMPLETE, SIGN, AND UPLOAD THIS ATTACHMENT WITH THEIR SUBMITTAL IN BONFIRE. FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION OF THE SUBMITTAL.**

By signature hereon, the Respondent certifies that:

All statements, pricing and information prepared and submitted to the City's Bonfire portal in response to this solicitation are current, complete, and accurate.

He/she has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a City employee, evaluator, or evaluating entity in connection with the submitted response. Signing the Execution of Solicitation Submittal Form with a false statement shall void the submitted offer or any resulting contracts.

Respondent represents and warrants that the individual signing this Execution of Solicitation Submittal Form is authorized to sign this document, represent the Respondent and to bind the Respondent under any contract resulting from this submittal.

RESPONDENT (COMPANY): SRI Monogramming, Inc.  
SIGNATURE (INK/DIGITAL):   
NAME (TYPED/PRINTED): Charlotte O'Riley  
TITLE: President DATE: 9/12/23  
STREET: 2330 County Road 172  
CITY/STATE/ZIP: Round Rock, Texas 78681  
TELEPHONE & FAX NO.: 512-388-4989  
E-MAIL ADDRESS: charlotte@srimonogramming.com  
FEDERAL TAX IDENTIFICATION NUMBER (FIN): 74-2863138

By submitting a response to this solicitation, the Respondent agrees that the City's Definitions and Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. In addition, the Supplemental Terms and Conditions listed in Section III, shall also be enforced as part of the contract, and can be obtained from the City's website at: <https://www.roundrocktexas.gov/city-businesses/solicitations/>