



# CITY COUNCIL STAFF REPORT

DATE: February 19, 2014 CONSENT CALENDAR

SUBJECT: APPROVE PURCHASE OF T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS AND JERSEYS FROM BSN SPORTS

FROM: David H. Ready, City Manager

BY: Parks and Recreation

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## SUMMARY

The Recreation Division, in conjunction with the softball leagues and tournaments, the summer camp program, and other recreation activities throughout the year, purchases t-shirts, sweatshirts, jackets, caps and jerseys for the events that are in some cases for resale while other items may be for awards and marketing giveaways. This action would award the purchase of these items on a unit price basis for a three (3) year period with two (2) one-year optional renewals.

## RECOMMENDATION:

1. Approve the purchase of T-shirts, sweatshirts, Jackets, Caps and Jerseys from BSN Sports on a unit price basis, not to exceed \$20,000 per year, for a three (3) year period with two (2) one-year optional renewals.
2. Authorize the City Manager to execute all necessary documents.

## STAFF ANALYSIS:

The Recreation Department had a contract with AJ Enterprises, which commenced on July 1, 2010, for a maximum term of five (5) years for acquisition of T-shirts, sweatshirts, jackets, caps, and jerseys for City Recreation programs.

Due to other commitments AJ Enterprises decided that they could no longer fulfill their obligations to the City and would be going out of the printing business. AJ Enterprises notified the Director, Parks and Recreation, of their decision in early fall allowing the City time to conduct another bid process.

The Recreation Department worked closely with Procurement and Contracting developing IFB 14-04 to furnish and deliver T-Shirts, Sweatshirts, Jackets, Caps and Jerseys which was advertised in The Desert Sun on 11/21 and 11/27. The IFB was also posted on the City's website, and notices were e-mailed to twenty two (22) companies

that are registered in the City's vendor database. Two responsive, responsible bids were received. The results of the bid are tabulated below:


<b>Company:</b>	<b>Base Bid Amount</b>
BSN Sports	\$13,270.95
Destination PSP, Inc.	\$24,839.22


Vendors were provided estimated quantities by item, size, and style per year on which to base their bids. Quantities may vary from year to year and the contract is a unit price agreement.


FISCAL IMPACT:

Funds are available in the Recreation Division budget as follows:

001-2510-44305    Recreation, Camp  
001-2510-44430    Recreation, Softball  
001-2510-44470    Recreation, Tournaments

  
\_\_\_\_\_  
VICKI OLTEAN  
Director

  
\_\_\_\_\_  
JAMES THOMPSON  
Chief of Staff/City Clerk

  
\_\_\_\_\_  
DAVID H. READY, Esq. Ph.D.  
City Manager

Attachment:

1. Contract Services Agreement

**CONTRACT SERVICES AGREEMENT  
FURNISH & DELIVER T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS  
FOR RECREATION DEPARTMENT**

THIS CONTRACT SERVICES AGREEMENT ( "Agreement") is entered into, and effective on \_\_\_\_\_, 2014, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and BSN SPORTS a DELAWARE CORPORATION, ("Vendor"). City and Vendor are individually referred to as "Party" and are collectively referred to as the "Parties".

**RECITALS**

- A. City has determined that there is a need for T-shirts, Sweatshirts, Jackets, Caps and Jerseys for the Recreation Department project ("Project").
- B. Vendor has submitted to City a proposal to provide T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS to City for the Project under the terms of this Agreement.
- C. Vendor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. City desires to retain Vendor to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF VENDOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Vendor agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Vendor represents and warrants that Vendor is a provider of first class work and Contract services and that Vendor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Vendor covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contracts performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Vendor's signed, original proposal submitted to the City ("Vendor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Vendor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Vendor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Vendor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved

by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Vendor's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Vendor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Vendor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Vendor represents and warrants to City that Vendor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Vendor to perform the Work and Services under this Agreement. Vendor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Vendor's performance of the Work and Services required by this Agreement. Vendor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**1.5 Familiarity with Work.** By executing this Agreement, Vendor warrants that Vendor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Vendor warrants that Vendor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Vendor discover any latent or unknown conditions that will materially affect the performance of the Services, Vendor shall immediately inform the City of such fact and shall not proceed except at Vendor's risk until written instructions are received from the City.

**1.6 Care of Work.** Vendor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Vendor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Vendor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Vendor. Any increase in compensation of up to twenty-five percent (25%) of the

Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Vendor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## 2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Vendor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of One Hundred Thousand Dollars, (\$100,000.00) ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Vendor at all Project meetings reasonably deemed necessary by the City. Vendor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Vendor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Vendor anticipates, that Vendor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Vendor's Services under this Agreement are completed, Vendor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Vendor wishes to receive payment, Vendor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Vendor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Vendor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Vendor's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Vendor is an essential condition of this Agreement. Vendor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

**3.2 Schedule of Performance.** Vendor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Vendor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Vendor (financial inability excepted) if Vendor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Vendor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Vendor's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, with two (2) one (1) year renewal options upon mutual consent of the City and the Contractor, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Vendor thirty (30) days written notice. Where termination is due to the fault of Vendor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Vendor for Services performed through the date of termination. Upon receipt of such notice, Vendor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Vendor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this

section, Vendor shall submit to the City an invoice for work and services performed prior to the date of termination. Vendor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Vendor may determine.

#### 4. COORDINATION OF WORK

4.1 Representative of Vendor. The following principal of Vendor is designated as being the principal and representative of Vendor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Ruben Agustin, Bid Manager. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Vendor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Vendor without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Vendor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Vendor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Vendor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Vendor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Vendor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Vendor is permitted to subcontract any part of this Agreement by City, Vendor shall be responsible to City for the acts and omissions of its subVendor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subVendor and City. All persons engaged in the Work will be considered employees of Vendor. City will deal directly with and will make all payments to Vendor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Vendor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Vendor or any surety of Vendor from any liability under this Agreement without the express written consent of City.

4.4 Independent Vendor. The legal relationship between the Parties is that of an independent Vendor, and nothing shall be deemed to make Vendor a City employee.

A. During the performance of this Agreement, Vendor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Vendor shall at all times be under Vendor's exclusive direction and

control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Vendor or any of its officers, employees, or agents, except as set forth in this Agreement. Vendor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Vendor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Vendor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Vendor in its business or otherwise a joint venturer or a member of any joint enterprise with Vendor.

B. Vendor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Vendor, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Vendor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Vendor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Vendor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Vendor's officers, employees, servants, representatives, subVendors, or agents, Vendor shall indemnify City for all such financial obligations.

## 5. INSURANCE

5.1 Types of Insurance. Vendor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Vendor's performance of Work under this Agreement, including Vendor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Vendor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Vendor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Vendor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Vendor shall either: (a) certify in writing to the City that Vendor is unaware of any Contract liability claims made against Vendor and is unaware of any facts which may lead to such a claim against Vendor; or (b) if Vendor does not provide the certification



under (a), Vendor shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Vendor shall obtain continuing insurance coverage for the prior acts or omissions of Vendor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Vendor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subVendors, if any, to do likewise under their workers' compensation insurance policies. If Vendor has no employees, Vendor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent Vendors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Vendor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured

retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Vendor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Vendor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Vendor under this Agreement:

- 5.3.1 For any claims related to this Agreement, Vendor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Vendor's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Vendor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Vendor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Vendor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Vendor agrees to ensure that sub Vendors, and any other parties involved with the Project who are brought onto or involved in the Project by Vendor, provide the same minimum insurance coverage required of Vendor. Vendor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Vendor agrees that upon

request, all agreements with subVendors and others engaged in the Project will be submitted to the City for review.

- 5.3.7 Vendor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Vendor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Vendor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.
- 5.3.11 Vendor agrees to provide immediate notice to City of any claim or loss against Vendor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Vendor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Vendor may be held responsible for the payment of damages resulting from the Vendor's activities or the activities of any person or person for which the Vendor is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Vendor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverage's required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be

received and approved by the City before work commences. City reserves the right to require Vendor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. \_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. \_\_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Vendor's obligation to provide them.

## **6. INDEMNIFICATION**

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Vendor shall defend (at Vendor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Vendor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Vendor, its officers, employees, representatives, and agents, that arise out of or relate to Vendor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Vendor's indemnification obligation or other liability under this

Agreement. Vendor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

**6.2 Design Contract Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design Contract services agreement" and Vendor is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Vendor shall indemnify, defend (at Vendor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Vendor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Vendor, its agents, employees, or subVendors, or arise from Vendor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Vendor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Vendor shall require all non-design-Contract sub-Vendors, used or sub-contracted by Vendor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Vendor shall require all non-design-Contract sub-Vendors, used or sub-contracted by Vendor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## **7. REPORTS AND RECORDS**

**7.1 Accounting Records.** Vendor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Vendor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

**7.2 Reports.** Vendor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Vendor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Vendor agrees that Vendor shall promptly notify the Contract Officer the estimated increased or decreased cost if Vendor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Vendor is providing design services, Vendor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Vendor becomes aware of

any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Vendor, its employees, subVendors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Vendor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Vendor will be at the City's sole risk and without liability to Vendor, and the City shall indemnify the Vendor for all resulting damages. Vendor may retain copies of such documents for their own use. Vendor shall have an unrestricted right to use the concepts embodied in this Agreement. Vendor shall ensure that all its subVendors shall provide for assignment to City of any documents or materials prepared by them. In the event Vendor fails to secure such assignment, Vendor shall indemnify City for all resulting damages.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Vendor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Vendor in the performance of this Agreement shall be considered confidential and shall not be released by Vendor without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Vendor shall provide City, or other agents of City, such access to Vendor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Vendor's performance under this Agreement. Vendor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## **8. ENFORCEMENT OF AGREEMENT**

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Vendor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall

not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Default of Vendor.** Vendor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Vendor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Vendor in writing of such default. Vendor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Vendor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Vendor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Vendor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Vendor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Vendor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Vendor shall not limit Vendor's liability for completion of the Services as provided in this Agreement.

**8.4 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

**8.5 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney

fees, expert Vendor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## 9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Vendor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Vendor or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Vendor warrants that Vendor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Vendor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Vendor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## 10. MISCELLANEOUS PROVISIONS

**10.1 Patent and Copyright Infringement.** To the fullest extent permissible under law, and in lieu of any other warranty by City or Vendor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Vendor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Vendor shall pay all costs and damages finally awarded in any such suit or claim, provided that Vendor is promptly notified in writing of the suit or claim and given authority, information and assistance at Vendor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Vendor. However, Vendor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Vendor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Vendor shall have sole control of the defense of any such claim or suit and



all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Vendor's expense. Vendor shall not be obligated to indemnify City under any settlement that is made without Vendor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Vendor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City: City of Palm Springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Vendor: BSN SPORTS  
PO Box 78268  
Corona, CA 92877-0142  
Attention: Ruben Agustin  
Telephone: 800-423-4695  
Facsimile: 800-921-2515

**10.3 Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**"CITY"**  
**City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**VENDOR NAME:**

\_\_\_\_\_

Check one  Individual  Partnership  Corporation

Address

\_\_\_\_\_

By \_\_\_\_\_  
Signature (Notarized)

By \_\_\_\_\_  
Signature (Notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer  
personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### Scope of Work:

The Scope of Work includes furnishing custom T-shirts, Sweatshirts, Jackets, Caps and Jerseys in accordance with the requirements contained herein.

General: All T-Shirts, sweatshirts and jerseys are to be printed in a variety of colors (selected at the time the order is placed) and available in adult sizes, small through extra-extra-extra large, and youth sizes, small through extra-large. The pricing is based on white shirts only; however any up charges for other colors is to be provided.

Jackets and caps are to be embroidered in a variety of colors (selected at the time the order is placed). The jackets are to be available in adult sizes, small through extra-extra-extra large, and youth sizes, small through extra-large. The caps are to be available in adjustable and fitted sizes.

All designs must be approved by the City prior to printing.

Orders should be ready ten (10) working days from date order is placed. Number of colors in design will vary from order to order but no more than six (6) color screens.

**Item I: T-Shirts** Estimated Quantity: 500/year  
Adult sizes: S-XXXL; Youth sizes S-XL Hanes Beefy-T or equivalent  
Short-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets.

**Item II: T-Shirts** Estimated Quantity: 150/year  
Adult sizes: S-XXXL. Hanes Beefy-T or equivalent  
Long-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets

**Item III: Mock Tee** Estimated Quantity: 50/year  
Adult sizes: S-XXL. Anvil Cotton Deluxe or equivalent  
Long-sleeve mock tee, 100% extra heavyweight 7 oz. Cotton

**Item IV: Sweatshirts** Estimated Quantity: 50/year  
Adult sizes: S – XXXL Jerzees or equivalent  
Hooded pullover sweatshirt, 9 oz. 50% cotton, 50% polyester, full hood with draw cord and metal grommets, extra large pouch pocket proportioned to garment size, raglan sleeves and heavyweight knit cuffs and wristband

**Item V: Sweatshirts** Estimated Quantity: 100/year  
Adult sizes: S – XXXL Jerzees or equivalent  
Crew neck sweatshirt, 9 oz. 50% cotton, 50% polyester, raglan sleeves and heavyweight knit cuffs and wristband

**Item VI: Pullover/Jackets** Estimated Quantity: 75/year  
Adult sizes: S – XXXL Holloway #229097 or equivalent  
V-neck pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shockcord with adjustable open bottom with drop tail hem.

**Item VII: ¼ Zip Pullover/Jacket** Estimated Quantity: 75/year

Adult sizes: S – XXXL Holloway #229108 or equivalent

¼ zip pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shorckcord with adjustable open bottom with drop tail hem.

**Item VIII: Jerseys** Estimated Quantity: 60/year

Adult sizes: S – XXXL Anvil or equivalent

Short-sleeve Henley, 100% cotton, three-button placket

**Item IX: Caps** Estimated Quantity: 72/year

Two-tone cap, 100% cotton twill, pro stitch, contrasting visor, button and eyelets Six-panel cap, adjustable

**Item X: Caps** Estimated Quantity: 72/year

Flex fit Wool Low profile, wool blend with spandex, structured, low profile, six panel, silver under visor, pre-curved visor, sewn eyelets, fitted

**Item XI: Beanie** Estimated Quantity: 72/year

One size fits all Sportsman or equivalent

8" knit, 100% acrylic – one size fits all.

**EXHIBIT "B"**

**CITY'S REQUEST FOR PROPOSALS**

**INVITATION FOR BID**

**IFB 14-04 FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS  
FOR RECREATION DEPT.**

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**NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**

**STREET ADDRESS:**

**Division of Procurement & Contracting  
3200 Tahquitz Canyon Way, Palm Springs, CA 92262**

**DATE DUE: WEDNESDAY, DECEMBER 18, 2013  
TIME DUE: 3:00 PM LOCAL TIME**

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**CITY OF PALM SPRINGS, CALIFORNIA  
NOTICE INVITING BIDS  
IFB 14-04 FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS  
FOR RECREATION DEPT.**

NOTICE IS HEREBY GIVEN that the City of Palm Springs, California, is soliciting bids from qualified firms to provide:

**IFB 14-04 Furnishing & Delivering T-Shirts, Sweatshirts, Jackets, Caps & Jerseys For Recreation  
Dept.**

The City of Palm Springs, Recreation Division sponsors numerous special events and competitive sports events during the year. The City of Palm Springs is soliciting bids from qualified vendors to furnish and deliver t-shirts, sweatshirts, jackets, caps and jerseys that are utilized either as an identity media or as an award for winning teams and/or individual team members.

Bids will be received until **3:00 P.M. LOCAL TIME, WEDNESDAY, DECEMBER 18, 2013**, at the Office of Procurement & Contracting, 3200 Tahquitz Canyon Drive, Palm Springs, CA., at which time they will be publicly opened and read in the Procurement Office. Said Bids will be referred to the City Council for consideration at their next regularly scheduled meeting.

No Bid will be considered unless it is made on a bid form furnished by the City. Bids must be submitted in sealed envelopes and either hand delivered at the address above, or mailed to: City of Palm Springs, Procurement and Contracting Division, 3200 E. Tahquitz Canyon Way, Palm Springs, California 92262.

**OBTAINING IFB DOCUMENTS AND REGISTRATION AS A BIDDER:** The IFB documents may be downloaded via the internet at [www.palmspringsca.gov](http://www.palmspringsca.gov) (go to Government, Departments, Procurement, Open Bids & Proposals). If you are interested in submitting a Bid, it is **IMPERATIVE** that you contact Leigh Gileno, Procurement Specialist II, via email at [Leigh.Gileno@palmspringsca.gov](mailto:Leigh.Gileno@palmspringsca.gov) to officially register as a Bidder for this specific project with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the Bid. Note: You may also register your firm in the City's on-line general vendor database system while on the website, but you **MUST** still contact Leigh Gileno as instructed above to register as a Bidder for this specific IFB 14-04.

The City of Palm Springs reserves the right to reject any or all Bids and to waive any informality or technical defect in a Bid. It is the responsibility of the Bidder to see that any Bid sent through the mail shall have sufficient time to be received by the Procurement Office prior to Bid opening time. Late Bids will be returned to the Bidder unopened. The receiving time in the Procurement Office will be the governing time for acceptability of Bids. Telegraphic and telephonic Bids will not be accepted

*Leigh Gileno*

Procurement Specialist II

Date: November 18, 2013



**CITY OF PALM SPRINGS, CALIFORNIA  
INVITATION FOR BIDS NO. 14-04  
BIDDER'S CHECK LIST**

**I GENERAL INSTRUCTIONS TO BIDDERS:**

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their Bid. Other documents may be required to be submitted after the Bid opening time and date, but prior to Award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet MAY RENDER THE BID NON-RESPONSIVE.

**II REQUIRED DOCUMENTS FOR BID SUBMITTAL:**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the Bid.

NOTE: ONLY THOSE ITEMS MARKED BY AN "X" ARE REQUIRED.

- X Index, Page 1, to the Invitation for Bids must be manually signed.
- X Bid Pricing, Page 14 and 15, must be manually signed.
- X Attachment "A" Signature Authorization Page, Page 16 must be signed
- X Erasures or other changes made to the Bid Pricing Page must be initialed by the person signing the Bid.
- X Affidavit of Non-Collusion by Vendor form, Page 17, must be notarized and signed by a Notary Public.
- X Information Require of Bidders, including reference information, pages 19 and 20 must be completed.
- X Bid Bond, Certified Check, Cashier's Check, Money Order or Cash shall be submitted with the Bid in the amount indicated. Page 20 must be executed and notarized as indicated, if applicable.
- X All Addenda issued shall be acknowledged in the space provided in Attachment "A" page 16 or by manually signing the Addenda sheet and submitting it prior to the Bid Opening Time and Date. Failure to acknowledge all addenda may render your Bid non-responsive.

**CITY OF PALM SPRINGS**  
**TERMS AND CONDITIONS**

1. Bids must be submitted on Bid forms supplied by the Procurement & Contracting Office in a sealed envelope showing on the outside the name of the Bidder, Bid title, Bid number and date of opening.
2. Bids submitted may be withdrawn by written request received before the hour set for the opening. After that time, Bids may not be withdrawn by the Bidder for a period of ninety (90) days and at no time after award of Bid.
3. The City of Palm Springs reserves the right to award to the lowest responsive responsible bidder or to reject all bids, as it may best serve the interests of the City. Furthermore, the City reserves the right to reject the Bid of any Bidder who previously failed to perform properly, or complete on time, agreements of a similar nature, or to reject the Bid of a Bidder who is not in a position to perform such an agreement satisfactorily.
4. The City reserves the right to reject any or all Bids and to waive any informality or technical defect in a Bid, as it may best serve the interests of the City. The City also reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder 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 Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations in the bid documents and to complete the Work contemplated therein.
5. The decision of the Palm Springs City Council will be final. It is anticipated that City Council will award the bid at their regularly scheduled meeting following the closing date for receipt of bids.
6. Bidder's signed bid and written acceptance by the City shall constitute an agreement.
7. Submission of a signed Bid will be interpreted to mean that Bidder has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Invitation for Bid.
8. The price quoted by the bidder in his bid shall include any sales or use tax levied by the California Revenue and Taxation Code, and shall be exclusive of Federal Excise Taxes pursuant to the exemption of political subdivisions in the "Revenue Act of 1935" or any other acts of Congress.
9. When discrepancies occur between unit prices and extended amounts the unit prices shall govern.
10. Bidder will be required to file an Affidavit of Non-Collusion with their Bid. This shall be signed and sworn before a Notary Public with a commission in the State of California.
11. Successful Bidder will be required to be licensed in accordance with the Palm Springs Municipal Code, Chapter 3.40 through 3.96 entitled Business Tax.
12. **NO BIDDER WILL BE ALLOWED TO OFFER MORE THAN ONE PRICE ON EACH ITEM** even though bidder may believe that two or more types will meet the specifications. If said bidder should submit more than one price on any item, all prices for the item may be rejected at the discretion of the City.
13. **Basis of Award:** The City reserves the right to award to the lowest responsive and responsible bidder based on either a line item amount basis or total lump sum amount bid, or to reject all bids, as it may best serve the interests of the City.
14. Successful Bidder will be required to meet all City insurance requirements. See Contract Services Agreement (Exhibit A), section 5.0.

15. **Questions** - Bidders, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this IFB other than as directed below. Contact with anyone other than as directed below **will** be cause for rejection of a bid.

**ANY** questions, technical or otherwise, pertaining to this Invitation to Bid **must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno, Procurement Specialist II  
Procurement Department  
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262  
(760) 322-8374  
Email: [Leigh.Gileno@palmspringsca.gov](mailto:Leigh.Gileno@palmspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of Addenda, mailed or delivered to all parties recorded as having received the Bid Documents. **The deadline for questions is WEDNESDAY, DECEMBER 4, 2013 AT 3:00 P.M.** Questions received after the deadline may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

16. It is understood that the material/services offered by the Bidder will meet all requirements of the specifications in this Invitation unless deviations thereto are clearly indicated in an attachment titled "Deviations from Specifications" submitted and signed by Bidder's authorized representative. In order for the Bid to be considered, an explanation must be made for each item in which a deviation is indicated, giving in detail the extent of, and reason for, the deviation. **The City shall be the sole judge as whether or not a deviation is acceptable. Furthermore, the City shall be the sole judge as to whether an item is an approved "equal" where "or equal" or "equivalent" is indicated.**
17. **Bid Security:** Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City of Palm Springs for an amount equal to at least ten percent (10%) of the amount Bid (maximum annual awarded value). Such guaranty shall be forfeited should the Bidder to whom the Work is awarded fail to furnish the required proof of insurance, bonds and enter into a Purchase Order Contract with the City within the period of time provided by the IFB's requirements.
18. The requirement of a Performance Bond and Payment Bond has been waived.
19. **Notice of Award:** After award of the Bid by the Palm Springs City Council if necessary, a Notice of Award letter and/or Purchase Order will be issued to the successful Bidder.
20. The Bidder agrees that the City has the right to make the final determination as to whether the material/services has been satisfactorily delivered and meets acceptance criteria as defined in the Bid documents.
21. **Delivery:** Time is of the essence in the performance of the work and delivery of the material/services. The bidder must indicate on the Bid Pricing page the time required for delivery and installation, in number of calendar days, after receipt of order (ARO). Delivery/ Installation may be a factor in award of bid and may be cause for rejection, as determined by the City.
22. **Termination for Default:** The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements

set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it's determined for any reason that the Vendor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.

23. **Termination for Convenience:** The City may, by written notice stating the extent and effective date terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
24. **Fiscal Year:** Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
25. **Governing Law:** This contract shall be construed and interpreted according to the laws of the State of California.
26. **Local Preference:** Pursuant to the City of Palm Springs Local Preference Ordinance 1756, the term "Local Business" is defined as a vendor, Vendor, or Vendor who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or bid opening date, from which the vendor, Vendor, or Vendor operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

In the bidding of, or letting for procurement of, supplies, materials, and equipment, as provided in Ordinance No. 1756, the City may give a preference to Local Businesses in making such purchase or awarding such contract in an amount not to exceed five (5%) percent of the Local Business' total bid price, or \$15,000, whichever amount is lower. Total bid price shall include only the base bid price but also adjustments to that base bid price resulting from alternates requested in the Solicitation.

In order for a Local Business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment "A") and provide a copy of its current business license from a jurisdiction in the Coachella Valley.**

27. **Payment Terms -** The standard terms at the City of Palm Springs are Net 30 days.

**CITY OF PALM SPRINGS, CALIFORNIA  
INVITATION FOR BIDS NO. 14-04**

**FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEY'S FOR PALM SPRINGS RECREATION DIVISION**

**1. Scope of Work:**

**Background:** The City of Palm Springs, Recreation Division, sponsors numerous special events and competitive sports events during the year. The City of Palm Springs is soliciting bids from qualified firms for furnishing and delivering T-Shirts, Sweatshirts, Jackets, Caps and Jerseys that are utilized either as an "identity media" or as an award for winning teams and/or individual team members.

**Scope of Work:** The Scope of Work includes furnishing custom T-shirts, Sweatshirts, Jackets, Caps and Jerseys in accordance with the requirements contained herein. (See Specifications page 12-13)

**QUANTITIES:** The quantities stated herein are an estimate of the City's requirements. The successful Bidder agrees to furnish more or less than the estimates in accordance with the actual needs of the City as they occur throughout the period of the agreement. The "Specifications", states the City's estimated annual requirements for T-Shirts, Sweatshirts, Jackets, Caps and Jerseys.

**CONTRACT ADMINISTRATOR:** This Contract shall be performed under the direction and supervision of the Director of Recreation Division, City of Palm Springs, California, located at 401 South Pavilion Way, Palm Springs, CA 92262.

The Contract Administrator shall act as the City's technical representative for the duration of this agreement. He/she shall respond to questions which may arise as to the quality and acceptability of materials furnished and work performed. He/she shall make decisions relative to interpretation of these documents in a fair and unbiased manner.

- 2. Delivery:** The delivery of all uniforms associated with the Contract shall be F.O.B. Destination to any City facility location.
- 3. Contract Manager(s):** The Contract will be performed under the direction and supervision of the following Contract Managers for their respective City facility location:

<u>CONTRACT MANAGER</u>	<u>DEPARTMENT</u>	<u>PHONE NUMBER</u>
Administrator	Recreation	to be determined

Any reference to the Contract Manager in the contract shall mean the respective and appropriate Contract Manager or his designated representative.

- 4. City Inspectors:** City Inspectors (Contract Inspectors) are the Contract Managers and shall inspect all work done and all materials furnished. Such inspections may extend to all or any part of the work and to the preparation, furnishing of the recreation uniforms to be purchased. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Vendor to any failure of the work or items to conform to the contract. He/she will have the authority to reject items or to suspend the work until the questions at issue can be referred to and decided by the Contract Officer.

**ARTWORK:** The City shall provide artwork for some of the materials required. In cases where artwork is required, the final design shall be approved by the City prior to printing. In all cases, the

licensing rights to designs shall belong to the City. Use of said designs shall be limited to those authorized by the City.

5. **Warranty:** The Vendor shall expressly represent, warrant and agree that all items relative to this Contract will:

- A. Conform in all respects to the City's specifications, requirements or other descriptions as approved prior to printing of any product for use;
- B. Be fit for the purpose or purposes of intended use;
- C. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.
- D. If said item work which is found to be defective in material, workmanship or design fails or is found to be nonconforming with the terms and conditions of the Agreement on any exchange date after the date of commencement of the Agreement, it shall, at the City's option, to be replaced by the Vendor at absolutely no expense to the City.
- E. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance. Upon request, the Vendor will supply the city with documents satisfactory to it, evidencing the absence of such liens, encumbrances, claims and security interests.

6. **Samples: After the opening of bids** and determining the lowest responsive responsible bidder and prior to the contract going before City Council for award, **the recommended Vendor ONLY** shall submit the following samples to demonstrate their firms' artwork and quality (mandatory for recommended vendor for award only. This is not required of all vendors during the bid process.): Please note that EACH sample MUST have a MINIMUM of THREE colors and the artwork MUST be original detailed designs created by YOUR firm:

- (1) T-Shirt, silkscreened
- (1) Sweatshirt, silkscreened
- (1) Jersey, silkscreened
- (1) Jacket, embroidered
- (1) Mock Tee, embroidered
- (1) Cap, embroidered

Total of 6 samples are to be submitted by the lowest recommended vendor only.

7. The City may retain or destroy articles of the uniforms or the uniforms submitted as samples for the purpose of determining Contract compliance with specifications throughout the duration of the Contract by testing. The City will be free from any redress of claim on the part of the Vendor as a result of such actions. Upon notification by the City that a sample is available for return, it should be retrieved within 30 days or the City will not be responsible for the disposition of said sample.
8. **Inspection:** The City reserves the right to tour the Vendor's plant and inspect Work in progress, receiving, holding, and shipping areas to insure to the City's satisfaction that Work is being performed in accordance with the City's Specifications. Such inspection(s) may take place prior to award of the Contract or at any time during the term of the Contract.

**SPECIAL CONDITIONS:**

1. **Project Coordinator:** The Vendor will be required to assign a Project Coordinator to the Contract. This individual represents and has full authority to act for the Vendor and shall be the City's key contact throughout the duration of the Contract. A space is provided on the Information Required of Bidder page for the Project Coordinator to be named with a telephone number for contact with the respective Contract Manager(s).

2. **Bid Security:** Each bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form herein and made payable to the City of Palm Springs in an amount equal to at least ten percent (10%) of the amount Bid (maximum annual awarded value). Such guaranty shall be forfeited should the Bidder to whom the Contract is awarded fail to furnish the required proof of insurance, bonds and to enter into a contract with the City within the period of time specified in the IFB documents. Securities may be substituted for retained funds, if applicable, per Public Contract Code Section 22300.
3. **Business License:** The successful bidder will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".
4. **Term Of Contract:** The term of this Contract will be for (3) three years from date of award, with two (2) one (1) year renewal options upon mutual consent of the Contract Administrator and the Vendor.
  - A. **Option to Renew:** At the sole discretion of the City, the Contract may be renewed for two additional years or any portion thereof. If the City exercises its option to extend, the unit prices shall be adjusted (decreased or increased) annually on the anniversary date in Option year 4 and Option year 5 if exercised. The payment adjustment will be based on the previous twelve months in the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas, or applying a similar index if the CPI-U is not published or available.
  - B. **Contract Services Agreement:** The successful bidder will be required to sign a Contract Services Agreement in a form acceptable to the City. A sample of such an Agreement is attached as an Exhibit "A" herein.
  - C. **Adjustment of Services** - The City reserves the right to reduce or increase, or otherwise adjust the scope of services.
7. **Payment:** For all services which the Vendor is obligated to perform under the Contract, the City shall pay to the Vendor a price per appropriate unit prices as set forth in the Contract.

Payment shall be issued within thirty days of receipt of an accurate invoice statement (Net 30).
9. **Award Of Bid:** The Bid will be awarded to the lowest responsive and responsible Bidder based on the grand total lump sum price for the initial 3 year term of submitted on the Bid Pricing Page of this document.

Responsibility of a bidder will be determined by the City based on each bidders experience and references. The City will be the sole judge with respect to the responsiveness and responsibility of each bidder.
10. **Performance and Payment Bond:** The requirement for a Performance and Payment Bond is hereby waived for this Contract.
11. **Time Is Of The Essence:** Time is of the essence in performance of the work.

**SPECIFICATIONS FOR IFB 14-04  
T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS**

**General:** All T-Shirts, sweatshirts and jerseys are to be printed in a variety of colors (selected at the time the order is placed) and available in adult sizes, small through extra-extra-extra large, and youth sizes, small through extra-large. The pricing is based on white shirts only; however any up charges for other colors is to be provided.

Jackets and caps are to be embroidered in a variety of colors (selected at the time the order is placed). The jackets are to be available in adult sizes, small through extra-extra-extra large, and youth sizes, small through extra-large. The caps are to be available in adjustable and fitted sizes.

All designs must be approved by the City prior to printing.

Orders should be ready ten (10) working days from date order is placed. Number of colors in design will vary from order to order but no more than four (4) color screens.

Estimated quantities are based on the previous years purchases. Orders placed for T-shirts, Sweatshirts, Jackets and Caps range from 1-12 items plus at a time. There are no minimum order guarantees for this contract.

**Item I: T-Shirts** Estimated Quantity: 500/year  
Adult sizes: S-XXXL; Youth sizes S-XL Hanes Beefy-T or equivalent  
Short-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets.

**Item II: T-Shirts** Estimated Quantity: 150/year  
Adult sizes: S-XXXL. Hanes Beefy-T or equivalent  
Long-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets

**Item III: Mock Tee** Estimated Quantity: 50/year  
Adult sizes: S-XXL. Anvil Cotton Deluxe or equivalent  
Long-sleeve mock tee, 100% extra heavyweight 7 oz. Cotton

**Item IV: Sweatshirts** Estimated Quantity: 50/year  
Adult sizes: S – XXXL Jerzees or equivalent  
Hooded pullover sweatshirt, 9 oz. 50% cotton, 50% polyester, full hood with draw cord and metal grommets, extra large pouch pocket proportioned to garment size, raglan sleeves and heavyweight knit cuffs and wristband

**Item V: Sweatshirts** Estimated Quantity: 100/year  
Adult sizes: S – XXXL Jerzees or equivalent  
Crew neck sweatshirt, 9 oz. 50% cotton, 50% polyester, raglan sleeves and heavyweight knit cuffs and wristband

**Item VI: Pullover/Jackets** Estimated Quantity: 75/year  
Adult sizes: S – XXXL Holloway #229097 or equivalent  
V-neck pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shockcord with adjustable open bottom with drop tail hem.

**Item VII: ¼ Zip Pullover/Jacket** Estimated Quantity: 75/year  
Adult sizes: S – XXXL Holloway #229108 or equivalent  
¼ zip pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shockcord with adjustable open bottom with drop tail hem.



**Item VIII: Jerseys** Estimated Quantity: 60/year  
Adult sizes: S – XXXL Anvil or equivalent  
Short-sleeve Henley, 100% cotton, three-button placket

**Item IX: Caps** Estimated Quantity: 72/year  
Two-tone cap, 100% cotton twill, pro stitch, contrasting visor, button and eyelets Six-panel cap, adjustable

**Item X: Caps** Estimated Quantity: 72/year  
Flex fit Wool Low profile, wool blend with spandex, structured, low profile, six panel, silver under visor, pre-curved visor, sewn eyelets, fitted

**Item XI: Beanie** Estimated Quantity: 72/year  
One size fits all Sportsman or equivalent  
8" knit, 100% acrylic – one size fits all.

**Item XII: Messenger Bags** Estimated Quantity 300/year  
One size

**Item XIII: Towels** Estimated Quantity 600/year  
One size

**Item XIV: Scarves (FOL)** Estimated Quantity 300/year  
One size

**MANDATORY PRICING PAGE IFB #14-04**

**T-SHIRTS, SWEATSHIRTS, CAPS, JACKETS & JERSEYS**

<u>DESCRIPTION</u>	<u>EXTENDED PRICE</u> <u>Est. Qty X Unit Price</u>
<b>Item I: T-Shirts (as specified)</b> Estimated Total Quantity: 500/yr Adult sizes: S-XXXL; Estimated 200 @ \$_____ ea. Youth sizes S-XL Estimated 300 @ \$_____ ea.	\$_____
<b>Item II: T-Shirts (as specified)</b> Estimated Quantity: 150/yr Adult sizes: S-XXXL. @ \$_____ ea.	\$_____
<b>Item III: Mock Tee (as specified)</b> Estimated Quantity: 50/yr Adult sizes: S-XXL. @ \$_____ ea.	\$_____
<b>Item IV: Sweatshirts (as specified)</b> Estimated Quantity: 50/yr Adult sizes: S - XXXL @ \$_____ ea.	\$_____
<b>Item V: Sweatshirts (as specified)</b> Estimated Quantity: 100/yr Adult sizes: S - XXXL @ \$_____ ea.	\$_____
<b>Item VI: Pullover/Jackets (as specified)</b> Estimated Quantity: 75/yr Adult sizes: S - XXXL @ \$_____ ea.	\$_____
<b>Item VII: ¼ Zip Pullover/Jacket (as specified)</b> Est. Quantity: 75/yr Adult sizes: S - XXXL @ \$_____ ea.	\$_____
<b>Item VIII: Jerseys (as specified)</b> Estimated Quantity: 60/yr Adult sizes: S - XXXL @ \$_____ ea.	\$_____
<b>Item IX: Caps (as specified)</b> Estimated Quantity: 72/yr Two-tone cap: @ \$_____ ea.	\$_____
<b>Item X: Caps (as specified)</b> Estimated Quantity: 72/yr Flex fit: @ \$_____ ea.	\$_____
<b>Item XI: Beanie (as specified)</b> Estimated Quantity: 72/yr One size fits all @ \$_____ ea.	\$_____
<b>Item XII: Messenger Bags (as specified)</b> Estimated Quantity: 250/yr One size @ \$_____ ea.	\$_____
<b>Item XIII: Towels (as specified)</b> Estimated Quantity: 600/yr One size @ \$_____ ea.	\$_____
<b>Item XIV: Scarves (FOL) (as specified)</b> Estimated Quantity: 300/yr One size @ \$_____ ea.	\$_____

**GRAND TOTAL PRICE FOR 1 YEAR TERM BASED ON UNIT PRICES AND ESTIMATED QUANTITY:**  
*(in figures)* \$\_\_\_\_\_

*(In words):* \_\_\_\_\_ *dollars*

**MANDATORY PRICING PAGE IFB 14-04  
T-SHIRTS, SWEATSHIRTS, CAPS, JACKETS & JERSEYS - CONTINUED**

Description	1-Color Screens	2-Color Screens	3-Color Screens	4-Color Screens
Cost of Screens:				
Per screen per run				
per screen per run 25ea. or more				
Hourly Rate for Custom Design Work				
Cost of Artwork				
Flat rate per run (not custom printing)				
Custom printing per run				

Cost of embroidery:	
1-3000 Stitches Flat rate (not custom embroidery)	
Custom Embroidery Cost per 1000 Stitches	
Volume Discounts	
Rush Fees	
Digitizing Fees (if applicable)	

\*Please indicate any additional up charges that may apply for the following:

XXL Mark-up: \_\_\_\_\_ XXXL Mark-up: \_\_\_\_\_

Colored T-Shirts, Mock T's, Sweatshirts: \_\_\_\_\_

Multiple printed locations (ie: front & back): \_\_\_\_\_

PRICE ADJUSTMENT: The contract price will be adjusted annually on the anniversary date in Option year 4 and Option year 5 if exercised. The payment adjustment will be adjusted upward or downward by the same percentage increase or decrease, occurring during the previous twelve months, in the consumer price index for all urban consumers (CPI-U) for the LA/Riverside/Orange County (published by the Bureau of Labor Statistics, U.S. Department of Labor), or applying a similar index if the CPI-U is not published or available.

Responding to Invitation for Bid No. 14-04 for T-Shirts, Sweatshirts, Caps Jackets and Jersey's for the City of Palm Springs the undersigned Bidder proposes and agrees to supply the goods ordered in accordance with the specifications. I/We will provide the specified goods and/or services for the City of Palm Springs, and will accept as payment the above amounts (unit prices) as stated.

\_\_\_\_\_  
(Signature of Authorized Representative)

\_\_\_\_\_  
(Printed Name of Authorized Representative)

\_\_\_\_\_  
(Name of Firm) (Date)

\*REQUIRED\* Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.

ATTACHMENT "A"

IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEY'S FOR PALM SPRINGS RECREATION DIVISION

\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR BID\*

SIGNATURE AUTHORIZATION

NAME OF BIDDER/FIRM:

A. I hereby certify that I have the authority to offer this bid to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my bid.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

B. The following information relates to the legal Vendor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation

2. My tax identification number is: \_\_\_\_\_

**CHECK IF THE FOLLOWING STATEMENT APPLIES:**

\_\_\_\_\_ My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your bid. Failure to acknowledge the Addenda issued may result in your bid being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addendum:  
Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND  
SUBMITTED WITH INVITATION FOR BID

State of California )  
County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE \_\_\_\_\_  
ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY OF PALM SPRINGS  
 IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEY'S  
 FOR PALM SPRINGS RECREATION DIVISION**

Information Required of Bidder

NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT. Bidder is required to supply the following:

1. Company Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Name and Title of person authorized to sign contract for the company:  
 \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ (FAX) \_\_\_\_\_

4. E-mail address: \_\_\_\_\_

5. Type of Firm:  Individual  Partnership  Corporation  Other \_\_\_\_\_

6. Corporation organized under the laws of the State of \_\_\_\_\_

7. Business License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

9. List the name, title, and telephone of the person ("Project Coordinator") who will supervise full-time the work of this Contract for your company: \_\_\_\_\_  
\_\_\_\_\_
10. Number of years in this type of business: \_\_\_\_\_
11. Response Time, if applicable: \_\_\_\_\_

**(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)**

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto The City of Palm Springs, hereinafter called the "City" in the sum of:

\_\_\_\_\_ Dollars (not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under the bidding schedule(s) of the City's Contract Documents entitled:

**IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEY'S FOR PALM SPRINGS RECREATION DIVISION**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into a written Agreement on the form of agreement bound with said Contract Documents, furnishes the required Certificates of Insurance, and furnishes the required Performance Bond and Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_(SEAL)
\_\_\_\_\_(SEAL)
\_\_\_\_\_(Principal)
\_\_\_\_\_(Surety)

By: \_\_\_\_\_ (Signature)

By: \_\_\_\_\_ (Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)





**INVITATION FOR BID (IFB 14-04)**

**FOR**

**FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR  
RECREATION DEPARTMENT**

**ADDENDUM NO. 1**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

***The City has received the following questions and is hereby providing answers thereto:***

**Q 1:** Please provide the previous bid results unit prices.

**A 1:** ***See attached unit prices from RFP 10-10 to awarded vendor AMA Enterprises.***

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

*Leigh Gileno*

Leigh Gileno

Procurement Specialist II

DATE: November 27, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Receipt of Addendum 1 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



**INVITATION FOR BID (IFB 14-04)**

**FOR**

**FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR  
RECREATION DEPARTMENT**

**ADDENDUM NO. 2**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

***The City has received the following questions and is hereby providing answers thereto:***

Q 1: The information states that no part of the project can be done by sub-bidders. Since I do not manufacture the clothing, and must purchase it from companies like Hanes, Gildan or others, would that bump me out of the bidding process?

***A 1: The term "sub-bidders" is not used in this Bid. The City understands that all contractors in the performance of this agreement may have various suppliers, raw material providers, and sub-contractors that may perform certain aspects of the work. However, the City shall only deal directly with the contractor, not any of the contractor's suppliers or sub-vendors. Pursuant to the standard terms and conditions as found in the sample agreement, page 25, under Section 4.3, the City does not allow the awarded contractor to "assign" or "sub-contract" out the performance of the contract to another primary firm. The use of manufacturers or vendors that are either suppliers of the raw materials or "blanks" of clothing, or may perform certain embellishments as per the specifications herein would not qualify or be grounds for exclusion from bidding.***

Q 2: I have trusted suppliers who imprint, embroider, sew and otherwise "mark" clothing items for other clients of mine. These suppliers would be imprinting or embroidering the clothing items (referenced above) for me. Does this mean I would be bumped from the bidding process?

***A 2: See answer to question #1 above.***

Q 3: Is there a particular style, brand, fabric, manufacturer, color, size Messenger Bag to be bid on?

**A 3: Gemline Attune Messenger Bag II or Equivalent, Materials 600D Polyester. Multiple color availability. Size: 13.5"L, 11.5"H, 3.5"W**

Q 4: Is there a particular style, brand, fabric, manufacturer, color, size Towel to be bid?

**A 4: Anvil Fringe Spirit Towel or Equivalent, Size: 11X18, Multiple color availability.**

Q 5: Is there a particular style, brand, fabric, manufacturer, color, size scarf to be bid on?

**A 5: Port Authority or Equivalent, Multiple color availability. 100% Polyester**

Q 6: Do you have samples or photos of what was ordered in the past?

**A 6: We have samples (not photo's) to view of the messenger bag and scarf only available in the Procurement and Contracting office.**

Q 7: What is a Bid Bond?

**A 7: A debt secured by a bidder for a construction job or similar type of bid-based selection process for the purpose of providing a guarantee to the project owner that the bidder will take on the job if selected. The existence of a bid bond provides the owner with assurance that the bidder has the financial means to accept the job for the price quoted in the bid.**

Q 8: Is there a place you recommend procuring one from?

**A 8: The City is not able to recommend institutions for bonding, however contact insurance companies or surety bond agents. Your current insurance company may have a surety bond department. Make sure whatever company you deal with is licensed in your state. It's also best if they're familiar with your particular type of business. The National Association of Surety Bond Producers has a list of providers at their website. Other ways to meet the Bid Security requirement in lieu of a Bid Bond can be found on page 5 Item 17 of the IFB document.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

  
\_\_\_\_\_

Leigh Gileno  
Procurement Specialist II

DATE: December 5, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



**INVITATION FOR BID (IFB 14-04)**

**FOR**

**FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR  
RECREATION DEPARTMENT**

**ADDENDUM NO. 3**

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

**CLARIFICATIONS/REVISIONS OF IFB DOCUMENT:**

A **\*\*REVISED\*\*** Mandatory Pricing Page is hereby included in this addendum and replaces the original IFB Mandatory Pricing Page 15. The changes include a pricing area for additional mark-up charges for 2x-3x sizes.

**\*\*IMPORTANT NOTE: PLEASE BE SURE THAT YOU SUBMIT ONLY THE REVISED MANDATORY PRICING PAGE. FAILURE TO SUBMIT THE REVISED MANDATORY PRICING PAGES WILL RESULT IN A NON-RESPONSIVE SUBMITTAL.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

*Leigh Gileno* \_\_\_\_\_

Leigh Gileno

Procurement Specialist II

DATE: December 9, 2013

ADDENDUM ACKNOWLEDGMENT:

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

**EXHIBIT "C"**

**VENDOR'S PROPOSAL**

**CITY OF PALM SPRINGS, CALIFORNIA  
INVITATION FOR BIDS NO. 14-04  
BIDDER'S CHECK LIST**

**I GENERAL INSTRUCTIONS TO BIDDERS:**

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their Bid. Other documents may be required to be submitted after the Bid opening time and date, but prior to Award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet MAY RENDER THE BID NON-RESPONSIVE.

**II REQUIRED DOCUMENTS FOR BID SUBMITTAL:**

BIDS MAY NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the Bid.

NOTE: ONLY THOSE ITEMS MARKED BY AN "X" ARE REQUIRED.

- ✓ X Index, Page 1, to the Invitation for Bids must be manually signed.
- ✓ X Bid Pricing, Page 14 and 15, must be manually signed.
- ✓ X Attachment "A" Signature Authorization Page, Page 16 must be signed
- ✓ X Erasures or other changes made to the Bid Pricing Page must be initialed by the person signing the Bid.
- ✓ X Affidavit of Non-Collusion by Vendor form, Page 17, must be notarized and signed by a Notary Public.
- ✓ X Information Require of Bidders, including reference information, <sup>PAGE 18</sup> pages 19 and 20 must be completed. <sub>^</sub>
- ✓ X Bid Bond, Certified Check, Cashier's Check, Money Order or Cash shall be submitted with the Bid in the amount indicated. Page 20 must be executed and notarized as indicated, if applicable.
- ✓ X All Addenda issued shall be acknowledged in the space provided in Attachment "A" page 16 or by manually signing the Addenda sheet and submitting it prior to the Bid Opening Time and Date. Failure to acknowledge all addenda may render your Bid non-responsive.

**BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142**

**INVITATION FOR BID**

**IFB 14-04 FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR RECREATION DEPT.**

INDEX:

<b><u>THIS INVITATION FOR BID CONSISTS OF THE FOLLOWING:</u></b>	<b><u>PAGE</u></b>
CONTENTS.....	1
NOTICE INVITING BIDS.....	2
BIDDER'S CHECK LIST.....	3
TERMS & CONDITIONS.....	4-7
SCOPE OF WORK, SPECIAL CONDITIONS & SPECIFICATIONS.....	8-13
MANDATORY PRICING PAGES, PAGE 15 <b><u>MUST BE MANUALLY SIGNED</u></b> .....	14-15
ATTACHMENT "A" <b><u>MUST BE MANUALLY SIGNED</u></b> .....	16
AFFIDAVIT OF NON-COLLUSION.....	17
INFORMATION REQUIRED OF BIDDER.....	18-19
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EXHIBIT "A" - SAMPLE CONTRACT SERVICES AGREEMENT.....	21-45

**NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**

**STREET ADDRESS:**

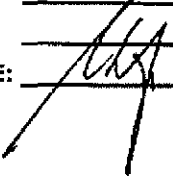
**Division of Procurement & Contracting  
3200 Tahquitz Canyon Way, Palm Springs, CA 92262**

**DATE DUE: WEDNESDAY, DECEMBER 18, 2013  
TIME DUE: 3:00 PM LOCAL TIME**

**BIDDER'S NAME:** BSN SPORTS  
PO BOX 78268

**ADDRESS:** CORONA, CA 92877-0142

**PHONE:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_

**RUBEN L. AGUSTIN**  
**Bid Manager**  
**ragustin@hsnsports.com**  
**800 423 4695 PHONE**  
**800 921 2515 FAX**

MANDATORY PRICING PAGE IFB #14-04

T-SHIRTS, SWEATSHIRTS, CAPS, JACKETS & JERSEYS

PRICING DOES NOT INCLUDE  
PRINTING/EMBROIDERY, PLEASE  
REFER TO PAGE 15 FOR  
PRICING

DESCRIPTION	EXTENDED PRICE Est. Qty X Unit Price
1/4 * Item I: T-Shirts (as specified) Estimated Total Quantity: 500/yr Adult sizes: S- <del>XXL</del> (XL) Estimated 200 @ \$ <u>3.5</u> ea. Youth sizes S-XL Estimated 300 @ \$ <u>2.05</u> ea.	\$ <u>1245.00</u>
1/4 * Item II: T-Shirts (as specified) Estimated Quantity: 150/yr Adult sizes: S- <del>XXXL</del> (XL) @ \$ <u>6.50</u> ea.	\$ <u>975.00</u> /4
1/4 * Item III: Mock Tee (as specified) Estimated Quantity: 50/yr Adult sizes: S- <del>XXL</del> (XL) @ \$ <u>11.65</u> ea.	\$ <u>582.50</u>
1/4 * Item IV: Sweatshirts (as specified) Estimated Quantity: 50/yr Adult sizes: S- <del>XXL</del> (XL) @ \$ <u>13.00</u> ea.	\$ <u>650.00</u>
1/4 * Item V: Sweatshirts (as specified) Estimated Quantity: 100/yr Adult sizes: S- <del>XXL</del> (XL) @ \$ <u>8.00</u> ea.	\$ <u>800.00</u>
1/4 * Item VI: Pullover/Jackets (as specified) Estimated Quantity: 75/yr Adult sizes: S- <del>XXL</del> (XL) @ \$ <u>24.75</u> ea. (100 \$4.75 For 2XL-3XL)	\$ <u>1856.25</u> (2XL)
1/4 * Item VII: 1/4 Zip Pullover/Jacket (as specified) Est. Quantity: 75/yr Adult sizes: S- <del>XXL</del> (XL) @ \$ <u>26.00</u> ea. (100 \$4.00 For 2XL-3XL)	\$ <u>1950.00</u> (S-XL)
1/4 * Item VIII: Jerseys (as specified) Estimated Quantity: 60/yr Adult sizes: S-XXXL @ \$ <u>9.60</u> ea.	\$ <u>576.00</u>
Item IX: Caps (as specified) Estimated Quantity: 72/yr Two-tone cap: @ \$ <u>5.10</u> ea.	\$ <u>367.20</u>
Item X: Caps (as specified) Estimated Quantity: 72/yr Flex fit: @ \$ <u>6.50</u> ea.	\$ <u>468.00</u>
Item XI: Beanie (as specified) Estimated Quantity: 72/yr One size fits all @ \$ <u>3.00</u> ea.	\$ <u>216.00</u>
Item XII: Messenger Bags (as specified) Estimated Quantity: 250/yr One size @ \$ <u>7.20</u> ea.	\$ <u>1,800.00</u> /4
Item XIII: Towels (as specified) Estimated Quantity: 600/yr One size @ \$ <u>1.25</u> ea.	\$ <u>750.00</u>
Item XIV: Scarves (FOL) (as specified) Estimated Quantity: 300/yr One size @ \$ <u>3.45</u> ea.	\$ <u>1035.00</u>

GRAND TOTAL PRICE FOR 1 YEAR TERM BASED ON UNIT PRICES AND ESTIMATED QUANTITY:

(In figures) \$ 13,270.95

(In words): THIRTEEN THOUSAND TWO HUNDRED SEVENTY <sup>95</sup>/<sub>100</sub> dollars

\* PLEASE SEE SIZE AVAILABLE FOR XXL & XXXL ON PAGE 15 /4

14 BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

**MANDATORY PRICING PAGE IFB 14-04 \*\*REVISED\*\*  
T-SHIRTS, SWEATSHIRTS, CAPS, JACKETS & JERSEYS - CONTINUED**

Description	1-Color Screens	2-Color Screens	3-Color Screens	4-Color Screens
Cost of Screens:	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Per screen per run	\$ 35.00	\$ 70.00	\$ 105.00	\$ 140.00
per screen per run 25ea. or more	\$ 2.00 EACH	\$ 3.25 EACH	\$ 4.75 EACH	\$ 7.40 EACH
Hourly Rate for Custom Design Work	\$ 35.00	\$ 35.00	\$ 35.00	\$ 35.00
Cost of Artwork	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE
Flat rate per run (not custom printing) (L15)	\$ 95.00	\$ 70.00	\$ 105.00	\$ 140.00
Custom printing per run	NO CHARGE	NO CHARGE	NO CHARGE	NO CHARGE

IF LESS THAN 15 EACH

Cost of embroidery:	
1-3000 Stitches Flat rate (not custom embroidery)	\$ 6.00 FLAT RATE UP TO 5,000 STITCHES
Custom Embroidery Cost per 1000 Stitches	\$ .75 / 1000 STITCHES UP TO 10K
Volume Discounts	\$ .25 REDUCTION EVERY 24 PIECES
Rush Fees	NO CHARGE
Digitizing Fees (if applicable)	\$ 30.00 FOR NEW DESIGN OR LOGO

\*Please indicate any additional up charges that may apply for the following:

XXL Mark-up: \$ 1.80 Each XXXL Mark-up: \$ 1.80 Each

Colored T-Shirts, Mock T's, Sweatshirts: \$1.75 (T-SHIRTS), \$1.80 (MOCK T'S) NO UP CHARGE FOR SWEATSHIRTS

Multiple printed locations (ie: front & back): (TIMES 2) EX. ADD \$2.00 TO PRINT 1 COLOR ON BACK

PRICE ADJUSTMENT: The contract price will be adjusted annually on the anniversary date in Option year 4 and Option year 5 if exercised. The payment adjustment will be adjusted upward or downward by the same percentage increase or decrease, occurring during the previous twelve months, in the consumer price index for all urban consumers (CPI-U) for the LA/Riverside/Orange County (published by the Bureau of Labor Statistics, U.S. Department of Labor), or applying a similar index if the CPI-U is not published or available.

Responding to Invitation for Bid No. 14-04 for T-Shirts, Sweatshirts, Caps Jackets and Jersey's for the City of Palm Springs the undersigned Bidder proposes and agrees to supply the goods ordered in accordance with the specifications. I/We will provide the specified goods and/or services for the City of Palm Springs, and will accept as payment the above amounts (unit prices) as stated.

RUBEN L. AGUSTIN  
Bid Manager

(Signature of Authorized Representative) agustin@bsnsports.com

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

(Printed Name of Authorized Representative) 800 428 4695 PHONE

(Phone Number) 800 421 2616 FAX

(Name of Firm)

(Date) 12-16-13

\*REQUIRED\* Addendum(s) # 1, 2, 3 is/are hereby acknowledged.

(15)

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142



ATTACHMENT "A"

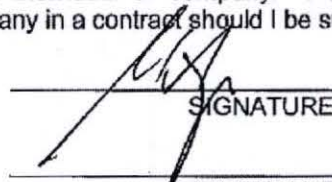
IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEY'S FOR PALM SPRINGS RECREATION DIVISION

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR BID\***

SIGNATURE AUTHORIZATION

NAME OF BIDDER/FIRM: BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

A. I hereby certify that I have the authority to offer this bid to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my bid.

  
SIGNATURE RUBEN L. AGUSTIN  
Bid Manager  
ragustin@bsnsports.com  
PRINT NAME 800 423 4695 PHONE  
800 921 2515 FAX

B. The following information relates to the legal Vendor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

- An individual;
- A partnership, Partners' names: \_\_\_\_\_
- A company;
- A corporation

2. My tax identification number is: \_\_\_\_\_

**CHECK IF THE FOLLOWING STATEMENT APPLIES:**

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.**

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your bid. Failure to acknowledge the Addenda issued may result in your bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:

Addendum(s) # 1, 2, 3 is/are hereby acknowledged.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND  
SUBMITTED WITH INVITATION FOR BID

State of California )  
County of RIVERSIDE ) ss.

I, RUBEN AGUSTIN, being first duly sworn, deposes and says that he or she is BID MANAGER of BSN SPORTS the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

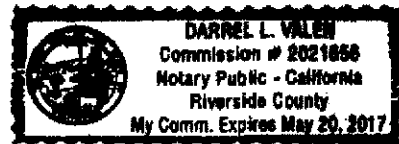
BIDDER: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_ RUBEN L. AGUSTIN  
ORGANIZATION: \_\_\_\_\_ Bid Manager  
ADDRESS: \_\_\_\_\_ ragustin@bsnsports.com  
800 423 4695 PHONE  
800 921 2515 FAX

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

SUBSCRIBED AND SWORN TO BEFORE ME THIS 13TH DAY OF DEC. 2013

Darrel L. Valen  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES: MAY 29 2017



**CITY OF PALM SPRINGS  
IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS &  
JERSEY'S FOR PALM SPRINGS RECREATION DIVISION**

Information Required of Bidder

**NO BID WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT.** Bidder is required to supply the following:

1. Company Name and Address BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142
2. Name and Title of person authorized to sign contract for the company:  
RIIBEN L. AGUSTIN  
Bid Manager
3. Telephone Number: ragustin@bsnsports.com (FAX) \_\_\_\_\_  
800 423 4695 PHONE
4. E-mail address: 800 921 2515 FAX
5. Type of Firm:  Individual  Partnership  Corporation  Other \_\_\_\_\_
6. Corporation organized under the laws of the State of DELAWARE
7. Business License No. PLEASE SEE ATTACHED Expiration Date: \_\_\_\_\_

8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. _____	_____	<u>PLEASE SEE ATTACHED</u>	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

#7

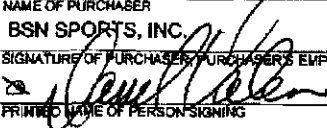
### California Resale Certificate

**I HEREBY CERTIFY:**

1. I hold valid seller's permit number: SC OHC 100-389127
2. I am engaged in the business of selling the following type of tangible personal property:  
SPORTS EQUIPMENT / SUPPLIES / APPAREL AND RELATED MATERIALS
3. This certificate is for the purchase from VARIOUS VENDORS of the item(s) I have listed in paragraph 5 below. [Vendor's name]
4. I will resell the item(s) listed in paragraph 5, which I am purchasing under this resale certificate in the form of tangible personal property in the regular course of my business operations, and I will do so prior to making any use of the item(s) other than demonstration and display while holding the item(s) for sale in the regular course of my business. I understand that if I use the item(s) purchased under this certificate in any manner other than as just described, I will owe use tax based on each item's purchase price or as otherwise provided by law.
5. Description of property to be purchased for resale:  
SPORTS EQUIPMENT / SUPPLIES / APPAREL AND RELATED MATERIALS

6. I have read and understand the following:

**For Your Information:** A person may be guilty of a misdemeanor under Revenue and Taxation Code section 6094.5 if the purchaser knows at the time of purchase that he or she will not resell the purchased item prior to any use (other than retention, demonstration, or display while holding it for resale) and he or she furnishes a resale certificate to avoid payment to the seller of an amount as tax. Additionally, a person misusing a resale certificate for personal gain or to evade the payment of tax is liable, for each purchase, for the tax that would have been due, plus a penalty of 10 percent of the tax or \$500, whichever is more.

NAME OF PURCHASER BSN SPORTS, INC.	
SIGNATURE OF PURCHASER, PURCHASER'S EMPLOYEE OR AUTHORIZED REPRESENTATIVE 	
PRINTED NAME OF PERSON SIGNING DARREL VALEN	TITLE PURCHASING MANAGER
ADDRESS OF PURCHASER P.O. BOX 1088, CORONA, CA 92878      1180-A CALIFORNIA AVE., CORONA, CA 92881	
TELEPHONE NUMBER ( 951 ) 371-1844	DATE JULY 26, 2012

#8

**BSN SPORTS – City of Palm Springs – IFB 14-04**

**8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.**

Clark County School District, 4212 Eucalyptus Ave., Las Vegas, NV 89121  
Contract Terms is for 5 years, From November 2011 – November 2016  
No dollar amount of contract since this is a catalog discount bid for uniforms  
Contract No. 12003TCG. Contact Person: Julian Dy-Ragos 702 799 5225 x5489

Vigo County School Corporation, PO Box 3703, Terre Haute IN 47803-0703  
Contract Terms is for 1 year, From September 2013 – September 2014  
No dollar amount of contract since this is a catalog discount bid for uniforms  
Contact Person: Jay M. Etling 812 462 4248

Kansas City Public Schools, 1601 Forest Ave., Kansas City, MO 64106  
James Sanders – Assistant District Athletic Director - (816) 418-5279 -  
[jsanders@kcpublicschools.org](mailto:jsanders@kcpublicschools.org)  
Student count: approx. 17,000-18,000  
Provided stock and custom uniforms for all sports from Nike and others  
for 3.5 years.

Oklahoma City Public Schools, 900 N KLEIN ST, OK City, OK 73106  
Keith Sinor – District AD - (405)587-0047 - [krsinor@okcps.org](mailto:krsinor@okcps.org)  
Student count: approx. 46,000  
BSN is the supplier for custom and stock uniforms and equipment for all sports, mainly supplying  
Nike branded uniforms.  
2 years with BSN, but BSN acquired a local company that had been doing business with the  
District many years before they merged with BSN.

Austin ISD, 3200 Jones Road Austin, TX 78745  
Denise Vanlandingham – Asst District AD – 512-414-1042 - [dvanland@austinisd.org](mailto:dvanland@austinisd.org)  
Student count: approx. 87,000  
BSN supplies custom and stock uniforms and equipment items to the District  
10+ years



## **BSN SPORTS – City of Palm Springs – IFB 14-04**

### **Brief History**

Founded in 1972 as a factory-direct equipment company, today BSN SPORTS is the largest distributor of team sports apparel and equipment in the United States. We market to schools with our flagship BSN Sports catalog, primarily for athletic equipment and uniforms, and our US Games catalog, primarily for physical education products. We proudly serve domestic and international customers with over 30,000 items stocked in our warehouses which ship in 24 hours, including over \$1 million dollars in Nike, Under Armour, Champion, Hanes, Gildan and many other major brand apparel as well as larger items such as bleachers, soccer goals, and basketball systems. We provide our customers with unparalleled service, quality, speed of shipment, product breadth, and factory direct value. BSN Sports and US Games are the industry's most complete and efficient one-stop-shop for sporting goods, physical education equipment, and athletic apparel.

BSN will provide sales and customer service from two locations:

#### **BSN SPORTS (Headquarters)**

1901 Diplomat Drive

Farmers Branch, TX 75234

800-527-7510

866-316-5277 (fax)

[www.bsnsports.com](http://www.bsnsports.com)

#### **BSN SPORTS – West Coast Office**

1180-A CALIFORNIA AVENUE

Corona, CA 92881

800-423-4695 X223

800-921-2515 (fax)

[www.bsnsports.com](http://www.bsnsports.com)

BSN SPORTS has become the Best Supply Network in Sports through the growth of its core sporting goods business and through the acquisition of leading team dealers representing hundreds of years of combined experience and expertise in selling Team Uniforms and Apparel (Kesslers Team Sports, Dixie Sporting Goods, Orlando Team Sports, Salkeld Sports, Collegiate Pacific).

#### **Additional notes:**

- BSN may be able to provide Manufacturer incentives for branded uniforms. For example some manufacturers may have programs with BSN that would provide free goods to the customer for switching over to their brand and away from their current brand.
- BSN offers a solution for payer play and fundraising through our "My Team Shop" solution. <http://www.bsnsports.com/my-team-shop/>
- Advances and Investments in Technology: BSN is able to electronically provide live inventory feeds on the spot for our top vendors – meaning we can cut down on delays in ordering and receiving by knowing instantly if an item is in stock or not.

9. List the name, title, and telephone of the person ("Project Coordinator") who will supervise full-time the work of this Contract for your company: STEVE POLLEY, SALES PRO, 714 501 7121 (CELL#)
10. Number of years in this type of business: 10 YEARS
11. Response Time, if applicable: WITHIN 24 HOURS

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142



BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That BSN SPORTS  
as Principal, and NO. AMERICAN SECURITY INSURANCE CO. as Surety, are held  
and firmly bound unto The City of Palm Springs, hereinafter called the "City" in the sum of:

ONE THOUSAND THREE HUNDRED TWENTY SEVEN AND 10/100 Dollars  
(not less than 10 percent of the total amount of the bid)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under  
the bidding schedule(s) of the City's Contract Documents entitled:

**IFB 14-04, FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS &  
JERSEY'S FOR PALM SPRINGS RECREATION DIVISION**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into  
a written Agreement on the form of agreement bound with said Contract Documents, furnishes  
the required Certificates of Insurance, and furnishes the required Performance Bond and  
Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety  
shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be  
fixed by the court.

SIGNED AND SEALED, this 16TH day  
of DECEMBER, 2012

\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(Principal)  
\_\_\_\_\_  
(Surety)  
\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_  
(Signature)  
By: \_\_\_\_\_  
(Signature)

**ROBEN L. AGUSTIN**  
Bid Manager  
ragustin@bsnsports.com  
800 423 4695 PHONE  
800 921 2515 FAX

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

*(PLEASE SEE ATTACHED BID BOND)*

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# **BID BOND**

BROOKS INSURANCE AGENCY, INC  
1120 Madison Ave., Toledo, Ohio 43604-7589

---

KNOW ALL MEN BY THESE PRESENTS, that we,

**BSN Sports, Inc., 1180-A California Ave., P.O. Box 78268, Corona, CA 92877-0142**

as Principal, hereinafter called the Principal, and

**North American Specialty Insurance Company, 475 North Martingale Rd., Ste. 850, Schaumburg, IL 60173**

a corporation duly organized under the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

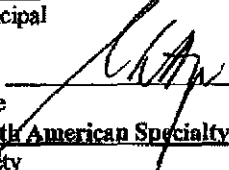
**City of Palm Springs, Procurement & Contracting Department, 3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262**

as Oblige, hereinafter called the Oblige, in the sum of **Ten Percent of the Attached Bid— Dollars (\$10%)**, for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Furnishing & Delivering T-Shirts, Sweatshirts, Jackets, Caps & Jerseys for Recreation Department - City of Palm Springs, California.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **December 18th, 2013**

<b>BSN Sports, Inc.</b>	<b>RUBEN L. AGUSTIN</b>
Principal	Bid Manager
By: 	ragustin@bsnsports.com
Title	888-423 4695 PHONE
<b>North American Specialty Insurance Company</b>	800 921 2615 FAX
Surety	

By:   
Catherine M. Krueger Attorney-In-Fact

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This document conforms to

AIA DOCUMENT A310 • BID BOND • FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

DENNIS G. JOHNSON, PAUL E. JOHNSON,

JAMES N. LORTIE, CATHERINE M. KRUEGER and HOLLY R. CARVER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24<sup>th</sup> of March, 2000:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]  
Steven P. Anderson, President & Chief Executive Officer of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
David M. Layman, Senior Vice President of Washington International Insurance Company  
& Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 13<sup>th</sup> day of September, 2011.

North American Specialty Insurance Company  
Washington International Insurance Company

State of Illinois  
County of Cook ss:

On this 13<sup>th</sup> day of September, 2011, before me, a Notary Public personally appeared Steven P. Anderson, President and CEO of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and David M. Layman, Senior Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
D. Jill Nelson, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18<sup>th</sup> day of December, 2013.

[Signature]  
James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company



INVITATION FOR BID (IFB 14-04)

FOR

FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR  
RECREATION DEPARTMENT

ADDENDUM NO. 1

This Addendum is being issued for the following changes and Informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

*The City has received the following questions and is hereby providing answers thereto:*

**Q 1:** Please provide the previous bid results unit prices.

**A 1:** See attached unit prices from RFP 10-10 to awarded vendor AMA Enterprises.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Leigh Gileno

Procurement Specialist II

DATE: November 27, 2013

ADDENDUM ACKNOWLEDGMENT:

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

RUBEN L. AGUSTIN  
Bid Manager  
ragustin@bsnsports.com  
800 423 4695 PHONE  
800 921 2515 FAX

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: MA Date: 12-16-13

Acknowledgment of Receipt of Addendum is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



INVITATION FOR BID (IFB 14-04)

FOR

FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR  
RECREATION DEPARTMENT

ADDENDUM NO. 2

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

*The City has received the following questions and is hereby providing answers thereto:*

Q 1: The information states that no part of the project can be done by sub-bidders. Since I do not manufacture the clothing, and must purchase it from companies like Hanes, Gildan or others, would that bump me out of the bidding process?

A 1: *The term "sub-bidders" is not used in this Bid. The City understands that all contractors in the performance of this agreement may have various suppliers, raw material providers, and sub-contractors that may perform certain aspects of the work. However, the City shall only deal directly with the contractor, not any of the contractor's suppliers or sub-vendors. Pursuant to the standard terms and conditions as found in the sample agreement, page 25, under Section 4.3, the City does not allow the awarded contractor to "assign" or "sub-contract" out the performance of the contract to another primary firm. The use of manufacturers or vendors that are either suppliers of the raw materials or "blanks" of clothing, or may perform certain embellishments as per the specifications herein would not qualify or be grounds for exclusion from bidding.*

Q 2: I have trusted suppliers who imprint, embroider, sew and otherwise "mark" clothing items for other clients of mine. These suppliers would be imprinting or embroidering the clothing items (referenced above) for me. Does this mean I would be bumped from the bidding process?

A 2: *See answer to question #1 above.*

Q 3: Is there a particular style, brand, fabric, manufacturer, color, size Messenger Bag to be bid on?

A 3: *Gemline Attune Messenger Bag II or Equivalent, Materials 600D Polyester. Multiple color availability. Size: 13.5"L, 11.5"H, 3.5"W*

Q 4: Is there a particular style, brand, fabric, manufacturer, color, size Towel to be bid?

A 4: **Anvil Fringe Spirit Towel or Equivalent, Size: 11X18, Multiple color availability.**

Q 5: Is there a particular style, brand, fabric, manufacturer, color, size scarf to be bid on?

A 5: **Port Authority or Equivalent, Multiple color availability. 100% Polyester**

Q 6: Do you have samples or photos of what was ordered in the past?

A 6: **We have samples (not photo's) to view of the messenger bag and scarf only available in the Procurement and Contracting office.**

Q 7: What is a Bid Bond?

A 7: **A debt secured by a bidder for a construction job or similar type of bid-based selection process for the purpose of providing a guarantee to the project owner that the bidder will take on the job if selected. The existence of a bid bond provides the owner with assurance that the bidder has the financial means to accept the job for the price quoted in the bid.**

Q 8: Is there a place you recommend procuring one from?

A 8: **The City is not able to recommend institutions for bonding, however contact insurance companies or surety bond agents. Your current insurance company may have a surety bond department. Make sure whatever company you deal with is licensed in your state. It's also best if they're familiar with your particular type of business. The National Association of Surety Bond Producers has a list of providers at their website. Other ways to meet the Bid Security requirement in lieu of a Bid Bond can be found on page 5 Item 17 of the IFB document.**

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Leigh Gileno

Procurement Specialist II

DATE: December 5, 2013

ADDENDUM ACKNOWLEDGMENT:

BSN SPORTS

PO BOX 78268

CORONA, CA 92877-0142

RUBEN L. AGUSTIN

Bid Manager

ragustin@bsnsports.com

800 423 4695 PHONE

800 921 2515 FAX

Proposer Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: 12-16-13

Acknowledgment of Receipt of Addendum 2 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.



INVITATION FOR BID (IFB 14-04)

FOR

FURNISHING & DELIVERING T-SHIRTS, SWEATSHIRTS, JACKETS, CAPS & JERSEYS FOR RECREATION DEPARTMENT

ADDENDUM NO. 3

This Addendum is being issued for the following changes and informational items:

THE FOLLOWING REVISIONS AND/OR ADDITIONS TO THE SOI DOCUMENT AND INSTRUCTIONS ARE TO BE INCLUDED AND SHALL TAKE PRECEDENCE OVER ANYTHING CONTRARY ON THE PREVIOUSLY ISSUED SPECIFICATIONS AND INSTRUCTIONS AND SHALL BE REFERRED TO HEREINAFTER AS PART OF THE CONTRACT DOCUMENTS.

CLARIFICATIONS/REVISIONS OF IFB DOCUMENT:

A \*\*REVISED\*\* Mandatory Pricing Page is hereby included in this addendum and replaces the original IFB Mandatory Pricing Page 15. The changes include a pricing area for additional mark-up charges for 2x-3x sizes.

\*\*IMPORTANT NOTE: PLEASE BE SURE THAT YOU SUBMIT ONLY THE REVISED MANDATORY PRICING PAGE. FAILURE TO SUBMIT THE REVISED MANDATORY PRICING PAGES WILL RESULT IN A NON-RESPONSIVE SUBMITTAL.

BY ORDER OF THE CITY OF PALM SPRINGS, CALIFORNIA

Leigh Gileno

Leigh Gileno  
Procurement Specialist II

DATE: December 9, 2013  
ADDENDUM ACKNOWLEDGMENT:

BSN SPORTS  
PO BOX 78268  
CORONA, CA 92877-0142

RUBEN L. AGUSTIN  
Bid Manager  
ragustin@bsnsports.com  
800 423 4695 PHONE  
800 921 2515 FAX

Proposer Firm Name: \_\_\_\_\_  
Authorized Signature: \_\_\_\_\_ Date: 12-16-13

Acknowledgment of Receipt of Addendum 3 is required by signing and including the acknowledgment with your submittal, or you may also acknowledge the Addenda on the bottom of Attachment A. Failure to acknowledge this Addendum may result in your submittal being deemed non-responsive.

**EXHIBIT "D"**

**SCHEDULE OF COMPENSATION**

- Item I: T-Shirts** Estimated Total Quantity: 500/year \$ 1245.00  
 Adult sizes: S-XL; Estimated 200 @ \$ 3.15 ea.  
 Youth sizes S-XL Estimated 300 @ \$ 2.05 ea.  
*Hanes Beefy-T or equivalent:* Short-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets.
- Item II: T-Shirts** Estimated Quantity: 150/year \$ 975.00  
 Adult sizes: S-XL. @ \$ 6.50 ea.  
*Hanes Beefy-T or equivalent:* Long-sleeve T-shirt, 100% cotton pre-shrunk "beefy" weight with high crew collar and no pockets
- Item III: Mock Tee** Estimated Quantity: 50/year \$ 582.50  
 Adult sizes: S-XL. @ \$ 11.65 ea.  
*Anvil Cotton Deluxe or equivalent:* Long-sleeve mock tee, 100% extra heavyweight 7 oz. Cotton
- Item IV: Sweatshirts** Estimated Quantity: 50/year \$ 650.00  
 Adult sizes: S - XL @ \$ 13.00 ea.  
*Jerzees or equivalent:* Hooded pullover sweatshirt, 9 oz. 50% cotton, 50% polyester, full hood with draw cord and metal grommets, extra-large pouch pocket proportioned to garment size, raglan sleeves and heavyweight knit cuffs and wristband
- Item V: Sweatshirts** Estimated Quantity: 100/year \$ 800.00  
 Adult sizes: S - XL @ \$ 8.00 ea.  
*Jerzees or equivalent:* Crew neck sweatshirt, 9 oz. 50% cotton, 50% polyester, raglan sleeves and heavyweight knit cuffs and wristband
- Item VI: Pullover/Jackets** Estimated Quantity: 75/year \$ 1856.25  
 Adult sizes: S - XL @ \$ 24.75 ea. (add \$4.75ea. for 2xl-3xl)  
*Holloway #229097 or equivalent:* V-neck pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shockcord with adjustable open bottom with drop tail hem.
- Item VII: ¼ Zip Pullover/Jacket** Estimated Quantity: 75/year \$ 1950.00  
 Adult sizes: S - XL @ \$ 26.00 ea. (add \$4.00ea. for 2xl-3xl)  
*Holloway #229108 or equivalent:* ¼ zip pullover with Micron polyester lightweight shell, wind/water resistant, heather grey jersey and nylon lining, raglan sleeves, elasticized cuffs, easy-entry front pockets, side zipper and bi-color shorckcord with adjustable open bottom with drop tail hem.
- Item VIII: Jerseys** Estimated Quantity: 60/year \$ 576.00  
 Adult sizes: S - XXXL @ \$ 9.60 ea.  
*Anvil or equivalent:* Short-sleeve Henley, 100% cotton, three-button placket
- Item IX: Caps** Estimated Quantity: 72/year \$ 367.20  
 Two-tone cap: @ \$ 5.10 ea.  
 100% cotton twill, pro stitch, contrasting visor, button and eyelets Six-panel cap, adjustable
- Item X: Caps** Estimated Quantity: 72/year \$ 468.00  
 Flex fit: @ \$ 6.50 ea.  
 Wool Low profile, wool blend with spandex, structured, low profile, six panel, silver under visor, pre-curved visor, sewn eyelets, fitted



**Item XI: Beanie** Estimated Quantity: 72/year \$ 216.00  
 One size fits all @ \$ 3.00 ea.  
 Sportsman or equivalent 8" knit, 100% acrylic – one size fits all.

**Item XII: Messenger Bags** Estimated Quantity: 250/year \$ 1800.00  
 One size @ \$ 7.20 ea.

**Item XIII: Towels** Estimated Quantity: 600/year \$ 750.00  
 One size @ \$ 1.25 ea.

**Item XII: Scarves (FOL)** Estimated Quantity: 300/year \$ 1035.00  
 One size @ \$ 3.45 ea.

**MANDATORY PRICING PAGE IFB 14-04 \*\*REVISED\*\***  
**T-SHIRTS, SWEATSHIRTS, CAPS, JACKETS & JERSEYS - CONTINUED**

Description	1-Color Screens	2-Color Screens	3-Color Screens	4-Color Screens
<b>Cost of Screens:</b>	No Charge	No Charge	No Charge	No Charge
<b>Per screen per run</b>	\$25.00	\$70.00	\$105.00	\$140.00
<b>per screen per run 25ea. or more</b>	\$2.00 ea.	\$3.25 ea.	\$4.95 ea.	\$7.40 ea.
<b>Hourly Rate for Custom Design Work</b>	\$35.00	\$35.00	\$35.00	\$35.00
<b>Cost of Artwork</b>	No Charge	No Charge	No Charge	No Charge
<b>Flat rate per run (not custom printing) (&lt;15)</b>	\$35.00	\$70.00	\$105.00	\$140.00
<b>Custom printing per run</b>	No Charge	No Charge	No Charge	No Charge

<b>Cost of embroidery:</b>	
<b>1-3000 Stitches Flat rate (not custom embroidery)</b>	\$6.00 Flat Rate up to 5000 stitches
<b>Custom Embroidery Cost per 1000 Stitches</b>	\$0.75/1000 Stitches up to 10K
<b>Volume Discounts</b>	\$.25 Reduction every 24 Pieces
<b>Rush Fees</b>	No Charge
<b>Digitizing Fees (if applicable)</b>	\$30.00 for New Design or Logo

\*Please indicate any additional up charges that may apply for the following:

XXL Mark-up: \$1.80 Each \_\_\_\_\_ XXXL Mark-up: \$1.80 Each \_\_\_\_\_

Colored T-Shirts, Mock T's, Sweatshirts: \$1.75 (T-Shirts), \$1.80 (Mock T's), No Up Charge for sweatshirts

Multiple printed locations (ie: front & back): \_\_\_\_\_ (times 2) Ex. Front Print 1 Color = \$2.00;  
 add \$2.00 to print 1 color on Back

PRICE ADJUSTMENT: The contract price will be adjusted annually on the anniversary date in Option year 4 and Option year 5 if exercised. The payment adjustment will be adjusted upward or downward by the same percentage increase or decrease, occurring during the previous twelve months, in the consumer price index for all urban consumers (CPI-U) for the LA/Riverside/Orange County (published by the Bureau of Labor Statistics, U.S. Department of Labor), or applying a similar index if the CPI-U is not published or available.

**EXHIBIT "E"**

**SCHEDULE OF PERFORMANCE**

1. **Delivery:** The delivery of all garments associated with the Contract shall be F.O.B. Destination to any City facility location.
2. Orders should be ready ten (10) working days from date order is placed.
3. **Contract Manager(s):** The Contract will be performed under the direction and supervision of the following Contract Managers for their respective City facility location:

<u>CONTRACT MANAGER</u>	<u>DEPARTMENT</u>	<u>PHONE NUMBER</u>
Vicki Oltean	Recreation	760-323-8277

4. **City Inspectors:** City Inspectors (Contract Inspectors) are the Contract Managers and shall inspect all work done and all materials furnished. Such inspections may extend to all or any part of the work and to the preparation, furnishing of the recreation uniforms to be purchased. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Vendor to any failure of the work or items to conform to the contract. He/she will have the authority to reject items or to suspend the work until the questions at issue can be referred to and decided by the Contract Officer.

**ARTWORK:** The City shall provide artwork for some of the materials required. In cases where artwork is required, the final design shall be approved by the City prior to printing. In all cases, the licensing rights to designs shall belong to the City. Use of said designs shall be limited to those authorized by the City.