

REQUEST FOR PROPOSAL

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EMPLOYEE ONLINE STORE & FULFILLMENT PROGRAM

Release Date: September 11, 2017

Due Date: September 25, 2017

I. Statement of Purpose

The purpose and intent of this Request for Proposal ("hereinafter referred to as "RFP") is to solicit proposals to establish a contract through competitive negotiations with a qualified source to provide an employee online store, as well as, to become the preferred merchandising services provider related to all activities, ancillary and otherwise, associated with THE CITY OF DUBLIN.

The successful Proposer must demonstrate its capability to adequately meet all the requirements of this RFP. This RFP contains information and requirements for the Proposer to prepare and to submit proposals for an online store and a preferred merchandising services provider. Further, with any and all amendments, this RFP contains the only instructions governing the proposal and materials to be included therein.

The Proposer must be in a position to commence the rendition of services on the execution of a mutual agreement.

II. Background Information

Currently, THE CITY OF DUBLIN has no online store or formal online ordering process for employee uniforms or branded merchandise/apparel. Uniforms and merchandise are ordered on an as-needed basis and during other specific times of the year by the admin professionals in the City of Dublin, known as the Administrative Support Network (ASN).

An online process and web page exists for the employee Healthy By Choice wellness program where points are redeemed for City approved merchandise. The desire is to integrate this program with the employee uniform store to create a consistent process and user experience.

The Departments of Community Relations and Human Resources, in addition to the Administrative Support Network, have partnered together on this RFP to seek employee online store solutions, a fulfillment program and a preferred merchandising services provider.

The online store will consist of 3 areas:

1. City of Dublin official merchandise – Uniforms, *City of Dublin official logo* items
2. Healthy By Choice Wellness Program – Approved items with *Dublin merchandise logo* or other approved marks
3. Special order process for items not offered online

III. Propose Online Store Launch

- Proposals must be received by Monday, September 25, 2017
- Proposal Presentations to be given by October 16, 2017
- Award Notification on or before Monday, November 6, 2017



IV. Scope of Work

THE CITY OF DUBLIN and VENDOR shall mutually agree to price schedules and inventory for all City of Dublin official merchandise and Healthy By Choice Wellness Program products to be sold on the online store.

THE CITY OF DUBLIN will provide:

- Dublin will order a specific inventory of pre-selected items for the online store
- Dublin will pay for graphic design and production services of merchandise designs

VENDOR will provide:

- Create, manage and support an online store
- Manage the City's fulfillment program: ordering, storage, inventory and delivery of all online store items
- Review of all products, inventory and/or merchandise options and concepts with City of Dublin staff prior to placing orders. THE CITY OF DUBLIN, in its sole discretion, shall have final approval over all products and/or merchandise
- Oversight and quality control with screen printing and embroidery on all products, inventory and/or merchandise
- Accounting of all sales including number ordered, sold, price per unit, sale price per unit

V. Minimum Criteria for Proposer:

- At least five (5) years of current experience in providing and managing creative and exclusive merchandising services and online store operations
- A demonstrated ability and associated expertise to fulfill each of the services

VI. Term of Contract

The term of the contract resulting from this solicitation shall begin upon the execution of an agreement and will expire 2 years from launch date or March 1, 2020 (whichever comes first). A comprehensive review will take place at the end of each year. Either party will be able to terminate contract via written notice on or before January 1 for each of the following years remaining on contract.

VII. Contractual Terms and Conditions

Selected VENDOR will be required to sign a contract with THE CITY OF DUBLIN that will control the relationship. In addition to other information included in this RFP, the contract will have the provisions and conditions detailed in Appendix A.

VIII. Proposal Response Format

Proposals submitted for consideration should follow the format and order of presentation described below:

- Cover Letter: The cover letter should exhibit the Proposer's understanding and approach to providing an employee online store in addition to creative and preferred merchandising services for THE CITY OF DUBLIN. It should contain a summary of the Proposer's ability to perform services described in this RFP and confirm that the Proposer is willing to perform those services and enter into a contract with THE CITY OF DUBLIN.
- Description of Staff: Include a list of people who will be involved in the project, including titles.
- Online store development schedule, total cost, and post-launch plan
- Merchandising Plan: Proposer shall propose a general merchandising plan for THE CITY OF DUBLIN. The merchandising plan will include the following:



- A sample list of products to be offered (see last page for specific items)
- Pricing strategy for each product
- Experience: The proposal shall include a record of providing previous online store and merchandising experience citing specific dates and references. Proposers should give at least three customer/client references for these projects including the name, e-mail address and telephone number of each contact person.

IX. Proposal Submission

All proposals must be received via email on or before 5:00 PM on Monday, September 25, 2017 at the address listed below:

Email: jquisumbing@dublin.oh.us

X. Evaluation and Award Criteria

THE CITY OF DUBLIN will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP.

THE CITY OF DUBLIN will award the merchandise and apparel contract to the Proposer based upon the criteria listed below.

Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the Proposer, may be rejected.

Evaluation criteria and points awarded will include the following:

- | | |
|--|--|
| A. Proposed Online Store Plan | 30 points |
| B. Proposed Fulfillment & Merchandising Plan | 30 points |
| C. Qualification and Experience | 20 points |
| D. Cost Analysis of Merchandise/Apparel | 20 points (<i>see list of sample items at end of this RFP</i>) |
| E. Maximum Total Possible Points | 100 points |



APPENDIX A: CONTRACT LANGUAGE AND PROVISIONS

I. Relationship of Parties

The parties acknowledge and agree that VENDOR is an independent contractor and is not an agent of DUBLIN. VENDOR has contracted with THE CITY OF DUBLIN to be the exclusive provider of products, inventory and/or merchandise for sale via an online store and during the term of this AGREEMENT. Nothing in this AGREEMENT shall be construed to constitute the PARTIES as a partnership, association or joint venture.

II. Definitions

"Licensed Product(s)" shall mean all apparel and merchandise produced, distributed, or sold by VENDOR bearing the MARKS.

"Use" (or "Used," "Uses," or "Using") shall mean (1) the placement of the MARKS on the Licensed Products; and (2) the use of the MARKS in the broadest sense of publication, that is any visual and aural form which to the average person would indicate that the Licensed Products are associated with the MARKS, including, but not limited to, labels, tags, point of sale and showroom displays, packaging, stationery, business cards and forms, and electronic media (including, without limitation, television, film, video tape, radio, internet and the like) now known or hereafter devised, and the form and content of the subject matter associated with all the aforementioned; and (3) all other uses of the MARKS approved by THE CITY OF DUBLIN in writing prior to the use.

III. Grant of License

Subject to the terms and conditions of this AGREEMENT, THE CITY OF DUBLIN grants to VENDOR a non-transferrable, non-assignable license to Use the MARKS only as specifically provided for in this AGREEMENT, including, but not limited to, the right to produce, sell and distribute the Licensed Products (hereinafter the "LICENSE") in connection with the online store for the duration of the term of this AGREEMENT.

VENDOR shall be a preferred provider of apparel and merchandise for sale via an online store and for the term of this AGREEMENT. If THE CITY OF DUBLIN should desire to purchase a product that the VENDOR does not have or cannot offer a competitive price (within 15% of competing product), THE CITY OF DUBLIN shall have the right to purchase from another vendor after first giving VENDOR first right of refusal to lower prices. VENDOR shall have a non-exclusive license to provide apparel for THE CITY OF DUBLIN as defined herein and in all other related aspects for the online store.

As part of granting the LICENSE to VENDOR, THE CITY OF DUBLIN agrees to purchase all screen printed and embroidered products, inventory and/or merchandise from VENDOR for its employees, staff and volunteers for the online store. THE CITY OF DUBLIN, in its sole discretion, shall determine the quantity of items to be purchased from VENDOR.

Subject to the LICENSE granted to VENDOR by the preceding Section, THE CITY OF DUBLIN reserves all of its right, title and interest in the Marks.

IV. Use of the MARKS

VENDOR shall only Use the MARKS in accordance with the terms and conditions of this AGREEMENT.



It is understood and agreed that THE CITY OF DUBLIN is the sole and exclusive owner of all rights, title and interest in and to the MARKS. Nothing contained in this AGREEMENT shall be construed as an assignment to the VENDOR of any rights, title and/or interest in and to the MARKS, it being understood that all rights, title and interest relating thereto are expressly reserved by THE CITY OF DUBLIN except for the rights being licensed hereunder.

Whenever VENDOR uses the MARKS in connection with any business, VENDOR shall comply with all applicable laws and regulations.

VENDOR shall conduct its business in a manner consistent with the prestige and goodwill associated with the MARKS. VENDOR agrees that the nature and quality of all services rendered by VENDOR in connection with the MARKS shall substantially conform in all material respects to standards maintained by THE CITY OF DUBLIN and such standards as are necessary to protect THE CITY OF DUBLIN's ownership interest and registration rights in and to the MARKS. VENDOR shall not modify, alter or obfuscate the MARKS or use the MARKS in a manner that disparages THE CITY OF DUBLIN or its products services or that portrays THE CITY OF DUBLIN in a false, competitively adverse, or poor light.

VENDOR recognizes that THE CITY OF DUBLIN may already have entered into, and may in the future enter into, other license agreements with respect to the MARKS and VENDOR hereby expressly concedes that the existence of said licenses does not and shall not constitute a breach of this AGREEMENT by THE CITY OF DUBLIN.

V. Taxes

VENDOR is subject to and responsible for all applicable federal, state, and local taxes.

VENDOR hereby further agrees to withhold all municipal income taxes due or payable under the provisions of Chapter 35 of the Codified Ordinances of Dublin, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for services performed under this contract.

VI. Indemnification

VENDOR Liability. Relative to any and all claims, losses, damages, liability and cost, the VENDOR agrees to indemnify and save THE CITY OF DUBLIN, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by VENDOR or its employees.

Non-VENDOR Liability (General Liability). To the fullest extent permitted by law, the VENDOR shall indemnify, defend and hold harmless THE CITY OF DUBLIN, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the acts or omissions of VENDOR, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused to in whole or in part by the acts or omissions of VENDOR, any sub consultant(s) of VENDOR, or anyone directly or indirectly employed by VENDOR or anyone for whose acts on behalf of VENDOR, they may be liable, regardless of whether or not such claim damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.



VII. Insurance/Workers' Compensation

VENDOR shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself/herself from any claim arising out of the performance of VENDOR services and caused by negligent acts, omissions or negligent acts for which VENDOR may be legally negligent. VENDOR shall maintain said coverage for the entire term of this AGREEMENT and for a minimum of one (1) year after completion of the work under the contract.

In addition to errors and omissions insurance, VENDOR shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.

VENDOR shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

VENDOR shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00). THE CITY OF DUBLIN shall be held harmless for any damage to VENDOR's property and/or equipment during the course of performance under the AGREEMENT.

The above referenced insurance shall be maintained in full force and effect during the entire term of this AGREEMENT and for one year beyond, where specified. Certificates showing that VENDOR is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, THE CITY OF DUBLIN prior to the start of work on the project and before THE CITY OF DUBLIN is obligated to make any payments to the VENDOR for the work performed under the provision of this contract. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that THE CITY OF DUBLIN is an "Additional Insured".

VIII. Right to Audit

VENDOR guarantees that the individuals employed by VENDOR in any capacity, including but not limited to, employees, subcontractors and independent contractors, are authorized to work in the United States. VENDOR represents that it has completed the I-9 verification process for all individuals VENDOR has performing services for THE CITY OF DUBLIN. THE CITY OF DUBLIN maintains the right to audit the Form I-9s for all individuals VENDOR has performing services for THE CITY OF DUBLIN every six (6) months. THE CITY OF DUBLIN will provide VENDOR with five (5) days advanced written notice of its intent to perform a Form I-9 audit. In response to THE CITY OF DUBLIN's audit request, VENDOR shall provide copies of all Form I-9s and any supporting documentation for all individuals who VENDOR had performing services for THE CITY OF DUBLIN at any time subsequent to the date upon which THE CITY OF DUBLIN gave notice of the preceding Form I-9 audit.

VENDOR agrees to indemnify THE CITY OF DUBLIN in accordance with the provisions herein for any issue arising out of VENDOR's hiring or retention of any individual who is not authorized to work in the United States.



Cost Analysis of Merchandise/Apparel

Please use these items for cost analysis.

Eddie Bauer 1/2-Zip Base Layer Fleece

EB236

Qty: 200

Color: Black

Size: Mix of Medium and Large

Embroidered: City of Dublin (uniform logo)

Nike Women's Dri-FIT S/S Vertical Mesh Polo

637165

Qty: 100

Color: Light Blue

Size: Mix of Small, Medium and Large

Embroidered: Dublin, OH USA

Neoskin Soft Cover Journal

ST4158

Qty: 250

Color: Green PMS 367

Size: 5 1/2" x 8 1/4"

Imprinted: City of Dublin (uniform logo)

Book Tote Bag

111831

Qty: 500

Color: White

Size: 10" x 8" x 3-1/2"

Imprinted: City of Dublin (uniform logo) all green

