REQUEST FOR PROPOSAL WITH SPECIFICATIONS

CITY OF CONROE

UNIFORM SERVICES



CITY OF CONROE P.O. BOX 3066 CONROE, TEXAS 77305

RESPONSES DUE

July 21, 2022

NOTICE FOR COMPETITIVE SEALED PROPOSALS

The City of Conroe will receive Competitive Sealed Proposals in triplicate for Uniform Services, located in Montgomery County, Texas. The bids shall be appropriately marked **"RFP 0721-2022 Uniform Services Proposal"** and delivered to the City Secretary 300 West Davis, ^{3rd} Floor, Conroe, Texas 77301.

RFPs are due on **Thursday**, July 21, 2022 at 2:00 p.m. at which time they will be publicly opened and the names of respondents read aloud in the 1st floor council chambers, 300 West Davis St. Conroe Texas. Proposals received after the specified time and date will be returned unopened.

Complete RFP documents may be reviewed and downloaded online at <u>Vendor Registry</u>. Questions concerning this RFP should be directed to Jennifer Gilmore, Public Works Office Manager, jgilmore@cityofconroe.org

No bid may in any way qualify, modify, substitute or change any part of the specifications or contract documents.

RFP award is pursuant to Government Code 252

CC 7/05/22 & 7/11/22

CITY OF CONROE, TEXAS

REQUEST FOR PROPOSAL (RFP) UNIFORM SERVICES

INTRODUCTION

The purpose of this RFP is to solicit proposals for UNIFORM SERVICES.

If you are interested in your organization / business being considered for this project, please submit three copies of your proposal to:

USPS: City of Conroe Soco Gorjon, City Secretary P.O. Box 3066 Conroe, TX. 77305 Physical:

City of Conroe Soco Gorjon, City Secretary 300 W. Davis St. Conroe, TX. 77301 (City Hall 1st Floor)

Due Date: On or before 2:00 pm on July 21, 2022

All proposals shall be in a sealed envelope clearly marked "0721-2022 RFP - Uniform Services"

QUESTIONS AND INQUIRIES

Any person with questions regarding this RFP should contact <u>Jennifer Gilmore, Public Works Office</u> <u>Manager, jgilmore@cityofconroe.org.</u>

Answers will be provided to all Candidates receiving RFP's as a written addendum. Candidates should not rely on any oral communication concerning this RFP and oral responses will have no binding effect.

TERM OF CONTRACT

This contract will begin October 1, 2022 and shall be a one-year contract with four one-year renewal options. Vendor will honor their bid price for the first year of the contract with no changes. For each consecutive year of the contract price increases will be at the sole discretion of the City of Conroe. Price increases will be a maximum of 3% annually.

RESERVATIONS

The City, through its duly authorized officials, reserves the right to reject any, part of, or all proposals and to waive any formality pertaining to any proposal, without the imposition of any form of liability. The Owner also reserves the right to award this proposal to the most qualified proposer or to the proposer that offers the best value to the City taking into consideration the evaluation criteria contained herein. The companies whose proposals are not accepted will be notified after a binding agreement between the successful Candidate and the Owner is executed, or upon the Owner's rejection of all proposals.

SUBSTITUTIONS

Where materials or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance and to establish an equal basis for the evaluation of bids. In preparing this bid, each bidder is expected to include in his base bid the cost of the items so specified.

SCOPE OF WORK

The Scope of Services shall include, but not be limited to:

- Uniform rental for approximately 150 employees
- Provide drop off and pick up at one (1) location
- Provide lockers at each location for dirty uniforms

COMMUNICATION

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve offer or from any obligation with regard to their response to this invitation.

CONDITIONS OF CONDUCT

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

ETHICAL STANDARD

No City official or employee shall have interest in any contract resulting from this "RFP". Individuals with a possible conflict will enact a public disclosure record by completing a "Conflict of Interest" form.

- * <u>1295 certificate of Interested Parties and Conflict of Interest Questionnaire:</u>
- **Refer to the RFP # 0721-2022 on the Ethics Form for the contract number.**

The two forms stated above MUST be returned as part of your bid response. Failure to include these forms may result in your bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the bid. The notarized 1295 with the certificate number must be included with your bid. The web address to the Texas Ethics Commission website with instructions is listed below: (Sample Forms are attached)

(https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

REIMBURSEMENTS

There is no expressed or implied obligation for the City of Conroe to reimburse responding firms for any expenses incurred in preparing proposals in response to this request and the City will not reimburse responding firms for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

DISCLOSURE

There will be no disclosure of the contents to competing firms until the contract is awarded. All proposals will be kept confidential during the negotiation process. Once the contract has been awarded, all proposals will be open for public inspection, except for trade secrets and confidential information, which the firm identifies as proprietary.

DEFAULT

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the requirements of this proposal.

SELECTION PROCESS

The City will select the proposal that offers the best combination of required specifications and best value for the City based upon the selection criteria below.

If negotiations with the most qualified Proposer are unsuccessful for any reason, the City will terminate negotiations formally and in writing with such firm and proceed in order to negotiate with the next most qualified firm until an agreement is reached.

Proposals will be assessed against evaluation criteria and a decision made by the Evaluation Committee. Notification of proposal acceptance will be written formal confirmation.

Best Value Selection Criteria:

a)	Proposed cost of services.	30 Pts.
b)	Meets all qualifications and specifications described herein.	30 Pts.
c)	Bidder's principle place of business (§271.905).	20 Pts.
d)	References of current customers.	10 Pts.
e)	History and past work experience with the City	10 Pts.

INDEMNIFICATION

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

INSURANCE REQUIREMENTS

The Proposer shall procure and maintain, at its expense, during the term of this proposal, at least the following insurance, covering work performed.

COVERAGE

- A. Worker's Compensation
- B. Employer's Liability
- C. Public Liability (Bodily injury)
- D. Public Liability (Property damage)
- E. Automobile Liability (Bodily injury)
- F. Automobile Liability (Property damage)

LIMITS

- As required by Texas Law
- \$ 500,000 each occurrence
- \$1,000,000 combined single limit
- \$1,000,000 combined single limit
- \$ 200,000 each person
- \$ 50,000 each occurrence

The Proposer agrees to furnish insurance certificates, showing the Proposer's compliance with this section.

INDEPENDENT CONTRACTOR RELATIONSHIP

The Proposer is and shall perform these services as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither the Proposer nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the City of Conroe.

The Proposer selected by this Request for Proposal will be working as an independent contractor and will be required to take out and keep in force all permits, licenses, certifications, other approvals, and or insurance that may be required by the City of Conroe, any local or regional governmental agency, the State of Texas, or the federal government. Failure to comply with any of these items would be grounds for immediate cancellation of the contract.

CONDITIONS OF WORK

Proposers are expected to be fully informed of buildings, locations and working conditions under which the service will be performed, and to have thoroughly reviewed this RFP and specifications. Failure to do so will not relieve the successful proposer of any obligations to furnish the services as specified herein.

EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

INTERVIEWS

After written proposals are received and initially evaluated, the Owner may or may not require one or more of the Candidates to provide an oral presentation as a supplement to their proposals. Any Candidate required to interview should be prepared to discuss and substantiate any area of their proposal. The Owner is under no obligation to grant interviews to any Candidate receiving a copy of this RFP and/or submitting a written proposal in response to this RFP.

RESPONSE FORMAT

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Proposer to include all listed items will result in their proposal being rejected.

Tab I – Cover Letter

Provide a cover letter indicating your firm's understanding of the requirements relating to this proposal. The letter must be brief and formal from the proposer that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized by the organization to enter into an agreement with the City of Conroe will sign the letter.

Please include all contact information.

Tab 2 – Acceptance of Conditions

Indicate any exceptions to the specifications, terms and conditions of this RFP, including the Scope of Services.

Tab 3 – Company Background

- 1. Years in business under present name.
- 2. Name and address of each concession location.
- 3. Ownership structure (Corporation / Partnership).
- 4. Names and titles of officers in the company.
- 5. Company trade organizations / associations / affiliations

Tab 4 – Experience of Key Personnel

- 1. List key personnel that will be assigned or oversee this job.
- 2. Describe all methods to select and train personnel as well as a description of how customer complaints will be handled.

Tab 5 – References

Provide references from companies that are similar in size and volume to the City of Conroe scope of work for which your company has, in whole or in part, provided services.

Tab 6 – Documents to include with your response

- 1. Insurance Certificate
- 2. 1295 Form
- 3. Conflict of Interest Questionnaire
- 4.. Detailed Scope of Work
- 5. RFP Pricing Sheet
- 6. Garment Depreciation Scale
- 7. Any other pertinent information.

PROPOSAL AGREEMENT AND CERTIFICATION

The Undersigned Agrees That:

The individual signing this proposal certifies that he/she is a legal agent of the Proposer, authorized to represent the Proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.
- F. Agent shall initial each applicable item below to certify acknowledgement.

Initial to indicate the required proposal submittals are enclosed.

Initial to acknowledge receipt of addendum and/or amendment (if applicable).

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(Email)

CITY OF CONROE REQUEST FOR PROPOSALS 2017 UNIFORMS

UNIFORM MINIMUM RENTAL SPECIFICATIONS

- 1) Term of rental contract shall be for five (5) years at a maximum 3% increase in cost annually. The Uniform Company must provide written notification of annual cost increase sixty (60) days prior to any increases. Rental contract will commence upon delivery of new uniforms to all employees' that will be wearing uniforms.
- 2) The Bid will be for the listed services:
 - Uniform rental for approximately 150 employees.
 - Provide drop off and pick up at one (1) location.
 - Provide lockers at each location for dirty uniforms.
- 3) The Public Works Director or his designee will be the contract administrator for uniforms. The Assistant Director of Public Works - Operations shall have the right to cancel the contract after giving thirty (30) days written notice for any unresolved problems. The Public Works Director will designate a uniform contact person for the Conroe Tower that has the authority to add employees, ask for upgrades, etc. within guidelines of this contract.
- 4) The Uniform Company will provide an inventory of nine (9) sets of uniforms per employee. All new employees added after initial delivery shall be provided the newest possible clothing the Uniform Company keeps in stock. No stained, worn, faded or repaired clothing will be accepted.
- 5) The Uniform Company shall maintain the uniforms in an acceptable and presentable condition throughout the term of this Rental Contract. Judgment as to whether uniforms are in an acceptable and presentable condition rests solely with the Public Works Director or his designee (s).
- 6) Any garment that is accidentally torn or damaged that can be repaired and remain presentable shall be repaired or be replaced by the Uniform Company with a garment of like color and comparable to the other garments in service at that time. If a full replacement is necessary the City will pay for damaged garment on a depreciation scale as provided in this proposal.
- 7) The Uniform Company shall add new employees and cancel employees when notified and/or instructed to do so by the appointed contract designee.
- 8) The Uniform Company will cease all rental charges on cancelled employees as soon as notification is made. Uniform rental charges for new employees will begin when new employee receives all 9 sets of uniforms. Each appointed contract designee will inform Uniform Company of all cancelled employees and new employees that affects their assigned area of the contract.
- 9) The Uniform Company will provide once a week pickup and delivery for services associated with the Rental Program at the listed City location:
 - DEAN TOWERY SERVICE CENTER: 401 Sgt Ed Holcomb Blvd S

- 10) Services associated with the Rental Program shall include:
 - a) Pickup of soiled uniforms and replaced with clean wrinkle free (pressed if needed) uniforms that are presentable and in acceptable condition.
 - b) 100 % Cotton and Executive uniforms will require *heavy starch* and pressing.b) Alterations and Repairs, i.e. replacement of buttons and zippers when needed
 - and minor mending of garments. MAJOR REPAIRS WILL NOT BE ACCEPTED.
 - c) Size exchanges once a year at no charge to the City of Conroe (excluding emblems and labeling)
 - d) Upgrading uniforms every two years or on an as needed basis at no charge to the City of Conroe (excluding emblems and labeling)

11) The Uniform Company shall attach to the proposal the value of new garments and a monthly depreciation schedule of garments for the entire contract period.

- 12) The City of Conroe will be responsible for returning all uniforms on cancelled employees to the Uniform Company and also for all non-returned uniforms. The Uniform Company will allow the City of Conroe three (3) weeks to account for uniforms on cancelled employees. All non-returned uniforms will be billed to the City of Conroe as per the depreciation schedule.
- 13) The Uniform Company will provide a container (s) at each location for the purpose of holding soiled uniforms until such time as they are picked up for cleaning.
- All Uniforms shall be manufactured by Red Cap or equal. Judgment as to whether uniforms are acceptable rests solely with the Assistant Public Works Director Operations or his designee (s).
 Samples may be requested during proposal evaluation. Samples will be at no cost to the City of Conroe. Failure to provide samples in a timely manner will be justification for proposal rejection.
- 15) The Uniform Company shall perform a weekly physical inventory count, by individual and department, of all uniforms and associated rental services that are turned in and delivered to the various City locations. The Uniform Company shall document this inventory count, obtain a signature and leave a copy of this record at each City delivery location.
- 16) The Uniform Company will need to provide separate invoices for each department broken down by each individual. Approximately, eight (8) departments will utilize the uniform program. Departments and department designee will be identified at award of contract.
- 17) Any problems that a department cannot get resolved will be brought to the designated contract administrator for resolution. If no resolution can be found the Assistant Director of Public Works Operations shall have the right to cancel the contract after giving thirty (30) days written notice for unresolved problems.
- 18) Uniform Company vendor must submit names, addresses and phone numbers of five (5) customers presently using their service with bid packet.

Item No.	Item Description	Unit Of Measure	Unit Price	Extension (X's 150 Employees)
1.	Work Shirt with Enhanced Visibility 65% polyester / 35% cotton Button-through chest pockets Six (6) buttons. Gripper or button at neck Bar tacked pencil slot in left pocket ½" 3M Scotchlite reflective material sewn onto 2 ½" polyester yellow fabric Light Blue in Color Short or long sleeve or mixed. Employee option. Name Emblem - Black lettering on white background (right side). Emblem no larger than 1x3 Company Emblem - Black lettering on white background (left side). Emblem no larger than 2x3	Price per Week- Each Set of 9	\$	\$
2.	Cotton Solid Work Shirt - PRESSED 100 % Cotton Men's and Women's Option Button-through chest pockets Six (6) buttons. Gripper or button at neck Bar tacked pencil slot in left pocket Light Blue in Color Short or long sleeve or mixed. Employee option. Name Emblem - Black lettering on white background (right side). Emblem no larger than 1x3 Company Emblem - Black lettering on white background (left side). Emblem no larger than 2x3	Price per Week- Each Set of 9	\$	\$
3.	Blended Solid Work Shirt 65% polyester / 35% cotton Men's and Women's Option Button-through chest pockets Six (6) buttons. Gripper or button at neck Bar tacked pencil slot in left pocket Light Blue in Color Short or long sleeve or mixed. Employee option. Name Emblem - Black lettering on white background (right side). Emblem no larger than 1x3 Company Emblem - Black lettering on white background (left side). Emblem no larger than 2x3.	Price per Week- Each Set of 9	\$	\$

Item No.	Item Description	Unit Of Measure	Unit Price	Extension (X's 150 Employees)
4.	Classic Button Down Dress Shirt - PRESSED Executive classic button down collar dress shirt 65% polyester / 35% cotton No iron and wrinkle resistant Collars and cuff lines and topstitched Double Yoke with button down collars Left Chest Pocket Tailored sleeve placket with two pleats (long sleeve) Box pleat back Choice of Color, option to have multiple colors Short or long sleeve or mixed, Employee option Option of Company Emblem – if emblem: Black lettering on white background, right side, no larger than 2x3.	Price per Week- Each Set of 9	\$	\$
5.	Cargo Work Pant 65% Polyester / 35% Cotton Regular cut Side cargo pockets Deep front pockets Navy Blue in Color	Price per Week- Each Set of 9	\$	\$
6.	Cargo Work Short 65% Polyester / 35% Cotton Regular Cut	Price per Week- Each Set of 9	\$	\$
7.	Comfort Work Pant 65% Polyester / 35% Cotton Regular cut Women's cut - Employee Option Slack style front pockets Two hip pockets Navy Blue in Color	Price per Week- Each Set of 9	\$	\$
8.	Pleated Dressy Pant - PRESSED Double pleated front Double hook and eye closure Two front pockets Two hip pockets Choice of Color, option to have multiple colors	Price per Week- Each Set of 9	\$	\$
9.	Relaxed Fit Denim Jean 100 % Cotton denim Classic 5-pocket styling Relaxed fit Double-stitched seams Pre- washed Dark blue denim in color	Price per Week- Each Set of 9	\$	\$
10.	Cotton Work Pant - PRESSED 100% durable press Cotton - 8.5oz Quarter top front pockets Two hip pockets Navy Blue in Color	Price per Week- Each Set of 9	\$	\$

Item No.	Item Description	Unit Of Measure	Unit Price	Extension (X's 150 Employees)
11.	Perma Lined Sport Jacket 65% Polyester / 35% Cotton Fully lined cool weather jacket with knit collar, cuffs and waistband Inside chest pocket Slashed front pockets Available in Regular length and Long length Navy Blue in Color	Price per Week – Set of 2	\$	\$
12.	Hip Length Jacket 65% Polyester / 35% Cotton Fully lined cool weather jacket Left arm pencil pockets Front pockets Available in Regular length and Long length Navy Blue in Color	Price per Week – Set of 2	\$	_ \$
13.	Extra Length Shirt Sleeve Up-Charge	Price per Week- Each Set of 9	\$	\$
14.	Extra Length Pant Up-Charge	Price per Week- Each Set of 9	\$	\$\$
15.	Non Standard Size Up-Charge - Pant	Price per Week- Each Set of 9	\$	\$\$
16.	Non Standard Size Up-Charge - Shirt	Price per Week- Each Set of 9	\$	_ \$
17.	Name Emblem	Each	\$	\$\$
18.	Company Emblem	Each	\$	\$\$
19.	Labeling	Each	\$	_ \$
20.	Monthly Service Charge	To be Specified by Uniform Company	\$	_ n/a
21.	Soiled Locker (s) Rental	Each Location, Price per week	\$	_ n/a

Total Extended Price for Items 1 - 21 \$

Company Name

Company Contact Name (printed) and Title

Company Contact Signature

Company Contact Phone Number

Company Direct Phone Number

Company Mailing Address

Company E-Mail Address