City of League City, TX

300 West Walker
League City TX 77573

Text File

File Number: 22-0446

Agenda Date: 10/11/2022 **Version:** 1 **Status:** Consent Agenda

In Control: Public Works **File Type:** Agenda Item

Agenda Number: 9C.

Title
Consider and take action on a resolution authorizing a three-year agreement with UniFirst Corporation for uniform rental and services for various departments in an amount not to exceed $276,849.72 (Director of Public Works)

..Background:
Approval of this resolution will authorize the award for the Request for Proposal (RFP 22-029) Uniform Rental Services for Various Departments to UniFirst Corporation for a term of three years from January 3, 2023 through January 3, 2026 in a total not to exceed amount of $276,849.72 with the option to renew for two (2) additional one-year periods.

On May 31, 2022 the City released RFP 22-029 Uniform Rental Services for Various Departments. Two (2) qualified bids were received on June 30, 2022 from UniFirst Corporation and Cintas, Inc. See Exhibit A for further details. Results are as follows:

- UniFirst - $92,283.24 Annually X 3 years $276,849.72
- Cintas - $119,717.65 Annually X 3 years $359,152.95
- Three-year cost difference of $82,303.23

Staff's recommendation is to award the contract to UniFirst Corporation (City's current vendor) for uniform rental and services based on the aforementioned bid results.

CONTRACT ORIGINATION: Standard City Contract, approved by City Attorney

Attachments:
1. Data Sheet
2. Proposed Resolution
3. Exhibit A - Agreement with UniFirst Corporation
4. Recommendation Memorandum
5. Tabulation Sheet
6. Uniform Department Cost Breakdown
7. Vendor Report Cards

FUNDING
{X} Funds in the amount of $92,283.24 are budgeted in FY2023 and will be split between the following departments. The remaining $184,566.48 will be funded in future budget years upon Council's approval.

Department: Amount, Organization, Object
Park Operations (General Parks): $11,580.80, 4400000, 53210 (Uniform Expense)
Park Operations (Hometown/4B): $8,390.80, 2310440, 53210
Streets/Storm/Traffic: $23,354.00, 3300000, 53210
Wastewater (Uniforms): $11,317.48, 10207500, 53210
Wastewater (Mats): $1,508.00, 10207500, 51250 (Operating Supplies)
Utility Billing: $3,692.60, 10207100, 53210,
Line Repair (Uniforms), $12,597.28, 10207700, 53210,
Water (Uniforms), $10,246.40, 10207300, 53210
Water (Mats): $603.20, 10207300, 51250
Fleet (Uniforms): $6,007.88, 40103600, 53210
Fleet (Mats & Rags): $2,984.80, 40103600, 51250

STRATEGIC PLANNING
{X} Addresses Strategic Planning Critical Success Factor #5 - Trained, Committed and Valued Workforce

APPROVED
OCT 11 2022
CITY COUNCIL

RESOLUTION NO. 2022-153

STANDARD AGREEMENT
(version 9-29-2021)

This AGREEMENT ("Agreement") is entered by and between **UniFirst Corporation** ("Contractor"), located at **9019 Railwood Dr. Houston, Tx 77078** and the **City of League City** ("City"), a home-rule municipality, located at 300 W. Walker St., League City, Texas 77573 on the date set forth below.

Terms:

1. **Scope of Services:** Contractor will perform the services and/or provide the products as set forth in **Exhibit A**, which is attached and incorporated herein, and which can be generally described as **Uniform Rental Services for Various City Departments**. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.

2. **Term and Termination:** This Agreement shall commence on **January 3, 2023** and shall expire on **January 3, 2026** The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in **Exhibit A,** for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

3. **Compensation:** Contractor shall be paid for the services/products as set forth in **Exhibit A**. In no event shall the total compensation exceed $**276,849.72** during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.

4. **Insurance:** Contractor **is** required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits—exclusive of defense costs—of $1,000,000 per occurrence and $2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter 252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance with minimum coverage limits—exclusive of defense costs—of $2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits—exclusive of defense costs—of $1,000,000 per occurrence and $2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed $10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay; (ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.

6. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.

7. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

8. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.

9. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

10. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.

11. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

12. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be construed as a conflict of interest with regard to this Agreement.

13. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**

14. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.

15. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.

16. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.

17. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

18. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

19. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of City shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. This provision shall not be construed as a waiver by City of its right to seek redress in the courts.

20. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.

21. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

22. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of League City and is current on all taxes owed to the City of League City. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of League City regardless of when it arises, until such debt or delinquency is paid in full.

23. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.

24. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.

25. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.

26. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

27. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.

28. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City.

29. **Authority:** Contractor warrants and represents that Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/she has authority to sign this Agreement on behalf of City.

30. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

31. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)

Executed on October 24, 2022 **.** *(date to be filled in by City Secretary)*

UNIFIRST CORPORATION - "Contractor"

DocuSigned by:
Andrew Althaus
52A84DD26DDB4E6...
Andrew Althaus, General Manager

CITY OF LEAGUE CITY – "City"

DocuSigned by:
John Baumgartner
AA44FE3917BC441...
John Baumgartner, City Manager

Attest:

DocuSigned by:
Angela Crouch for
4CF8086FE11B4D0...
Diana Stapp, City Secretary

Approved as to Form:

DocuSigned by:
Michelle Villarreal
87DDECDBA5054E2...
Office of the City Attorney

Exhibit A

Scope of Services/Description of Products/Payment Schedule
(There are **11** pages for Exhibit A, including this page)

New Contract for Uniform Rental Services for Various Departments
Three year agreement with two one-year renewals at 3% increase per renewal term

Proposal Cover Sheet

Due Date: Thursday, June 30, 2022 by 10:00 a.m.

UniFirst Corporation
Name of Firm/Company

Robert Shumway — Market Service Manager
Agent's Name (Please Print) — Agent's Title

9019 Railwood Dr. — Houston — TX — 77078
Mailing Address — City — State — Zip

713-635-1100 — robert_shumway@unifirst.com
Telephone Number — Email Address

6/29/22
Authorized Signature — Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- ☒ Proposal Cover Sheet
- ☒ Proposal (If hard copy submitted: one marked original, one marked copy and a flash drive)
- ☒ Cost Proposal Sheet
- ☒ Public Information Act Form
- ☒ Conflict of Interest Questionnaire (if required)

Proposal Certification and Addenda Acknowledgement

Proposer must initial next to each addendum received to verify receipt:

Addendum #1 ______ Addendum #2 ______ Addendum #3 ______

Addendum #4 ______ Addendum #5 ______ Addendum #6______

Tab A – Qualifications and Experience

a) Qualifications

1. UniFirst was started as National Overall Dry Cleaners in Boston, 1936. In 1983 UniFirst went public on the NYSE. UniFirst acquired Texas Industrial Services in 1987 and was established as a dominant market leader in Texas. UniFirst is a provider of direct sales, rental, and laundry of managed workwear. UniFirst also provides floor care products, restroom products, and cleaning chemicals. UniFirst currently employs over 14,000 people and has over 260 facilities in the U.S, Canada, and Europe.
   There are approximately 105 employees that work in the Houston plant that processes the laundry and prepare the orders for City of League City. Five employees have direct interaction with the City of League City.
2. Names, qualifications, years of experience, and detailed background information for local management team:
   a. Tyree Fryar - Route Sales Representative - 1 year with UniFirst – Tyree is already familiar with each service location within the city.
   b. Travis Hayden - District Service Manager - 11 years with UniFirst – Travis also has many years of experience from other uniform companies.
   c. Robert Shumway – Market Service Manager - 10 years with UniFirst – Robbie has climbed the ranks from a Route Sales Representative to managing the entire service department for the greater Houston area. Winner of the "Customers for Life" award for our region.
   d. Andrew Althaus – General Manager – 15 years – Andy has won multiple awards for the Houston location including most improved plant his first year as GM. We also maintain an ISO – 9001:2015 certification.
3. UniFirst self-manufactures many of our own garments. We have five specialized manufacturing plants with in-stock availability and quick turnaround times. This also enables us to have consistency with the colors and sizes of the garments. In addition, we have been working with Red Kap and VF Workwear for years for their specialty garments. We were chosen by Red Kap to be the exclusive provider of their new innovative heat comfort "Mimix" line of garments when it first hit the market.

b) Experience

1. Experience providing proposed service to other organizations of comparable size:
   a. City of Galveston – Servicing 7 years – Uniforms, mats, towels, and direct sales – Last report card score 5 of 5
   b. Geon Performance – Servicing 6 years - Uniforms, mats, and towels – Last report card 5 of 5
   c. Romco Equipment – Servicing 5 years – Uniforms, mats, towels, soap, paper, cleaning chemicals – Last report card score 5 of 5
   d. Mac Haik Toyota – Servicing 16 years – Uniforms, mats, and towels – Last report card score 4 of 5
   e. Gulf Coast Waste – Servicing 13 years – Uniforms, towels, mats, and air freshener – Last report card score 5 of 5
   f. LCY Elastomers – Servicing 5 years – Uniforms – Last report card score 5 of 5

Tab B – Project Methodology

a. Transition Plan
    i. Establish Commitment, sign paperwork, and have artwork approved
    ii. Complete a try for size for each wearer - at City of League Cities earliest convenience – Must be done by 7/25/22 to ensure deadline met
    iii. Order Verification – Within a week of completing the try for size
    iv. Garments & Emblems Ordered – Within 3 days of verification
    v. Route Sales Representative Introduction - About 6-7 weeks post order verification
    vi. Install new product and uniforms – 7-8 weeks after the verification – By 10/1/22
    vii. First report card done with the site managers – within 1 month of install
b. Description of the uniform to be provided
    i. Type of fabric, material, quality, color
        1. Work shirts 65% polyester 35% cotton, stain, and wrinkle resistant, hidden mylar collar stays, two button through chest pockets, reinforced stress points. Available in all requested colors on RFP # 22-029 and more.
        2. Polo shirts 100% moisture wicking polyester, wrinkle resistant, died to match buttons, winner of Wearables Magazine "Best Polo". Available in all requested colors on RFP # 22-029 and more.
        3. Long Sleeve Flame Resistant Shirts – 7 oz. Ultrasoft ATPV 8.7, PPE 2, button through pockets with pencil stall. Available in grey, navy, light blue, royal blue, khaki.
        4. Denim Work Jeans – 100% cotton. Available in traditional and relaxed fit, prewashed, traditional 5 pocket styling, heavy duty zipper, riveted button closure, reinforced seams. Available in denim/navy color.
        5. Work Pants – 65% Polyester 35% cotton, stain and wrinkle resistant, flat front, lined waist band, reinforced at stress points. Available in all requested colors RFP # 22-029 and more.
        6. Cargo Shorts/Pants – 65% Polyester 35% cotton, non-roll dress style waist band, 8x7 ½" pockets on each leg and cell phone pocket, pockets have snaps. Available in Navy, black, charcoal, and khaki.
        7. Coveralls – 100% Cotton twill, concealed snap front and cuffs, extended back for room, two chest pockets, two front pockets, and two back pockets. Pass Through side opening and left leg tool pocket. Available in spruce green, postman blue, and navy.
    ii. Patches and Emblems
        1. All artwork is approved by the city prior to ordering
        2. All emblems are direct embroidered NOT printed
        3. Graphic city emblem full color pallet available
        4. Texas and U.S. flags available with white or gold border
        5. All emblems are sewn on to prevent peeling
c. Description of customer service approach

i. In the first paragraph of the UniFirst mission statement are the words, "we guarantee total customer satisfaction"
ii. Our customer retention program is the "customers for life" program
   1. Part of this program we call "goodwills"
   2. There are manager visits, report cards done with the individual site managers, and wearer survey cards with prepaid return postage that are all part of the goodwill program
iii. We employ a closed loop system for tracking customer requests
   1. We guarantee we will call back with an action plan within 24 hours of receiving a request
   2. After the request is marked complete, we call again to ensure everything is completed to customer satisfaction before closing the request
iv. There are 5 UniFirst employees at the Houston location all responsible for the satisfaction of City of League City
v. There is also a call center which has longer hours in San Antonio
   1. Both the local office and call center are easily reached by dialing one phone number
vi. Every garment is scanned and can be accounted for
vii. Reports are available on demand going back at least 6 months
viii. Will email report monthly as requested in RFP # 22-029
ix. To communicate delays UniFirst management will email whomever the City of League City requires. UniFirst requests an email address for each department head.

d. Process and requirements for determining when an item needs to be replaced
   i. Each item undergoes a 10-point inspection when hung
   ii. Everyone in the plant and on the route has the authority to flag a garment for repair or replacement
   iii. Garments have a unique barcode, and we can date the garment based on this barcode
      1. Any garment that is replaced due to wear (fading, seams coming apart, thinning of the garment) or any garment that is replaced after two years of service will not incur a damage fee
   iv. The city can request replacements in addition to our automated process
   v. Manufacture damage will not be billed to the city. This would be any garment damaged during wash process or delivery new with a defect.
   vi. Damage charges apply when due to either neglect or accident the garment life is cut short due to a tear, chemical burn, epoxy, glue, or ink.
   vii. Replacements are typically available next delivery though can require waiting one additional week, depending on inventory levels

e. Policy for replacement of uniforms
   i. Excessive wear will be automatically found during our inspection process and replaced at no charge to City of League City, assuming the employee is turning the garments in to be laundered.

- ii. Damage charges apply to soiled or torn garments when due to either neglect or accident the garment life is cut short due to a tear, chemical burn, epoxy, glue, or ink.
- iii. Ill-fitting uniforms will be replaced with appropriately fitting uniforms for the cost of the associated setup fees listed in the pricing and fees section.
  1. Emblem fees (if shirts)
  2. Preparation fees (all garments)
  3. Special size charges (where applicable)
  4. The exception is if the uniforms are ill-fitting due to an error on the part of UniFirst the replacements will be ordered at no charge to The City of League City.

f. Description of mats and cloths
- i. Carpet 4x6 mats quoted
  1. Made in the USA
  2. Holds up to one gallon of water per square yard
  3. Beveled edges and ADA compliant
  4. Heavy duty with "hugger" backing to prevent "mat migration"
  5. Meets Federal Flammability standards
  6. Carpet mats are washed in cool water and replaced each week with clean
  7. Pulled from service if non-conforming when rolled
- ii. Terrycloth Towels
  1. White with green striped
  2. Made with high loft yarn
  3. Loops for absorbency
  4. 4-sided edging
  5. Soiled collected weekly and replaced with clean
  6. Pulled from service when non-conforming when bagged
- iii. Shop Towels (red)
  1. 18" by 18"
  2. Made with high loft yarn
  3. 4-sdied edging
  4. Soiled collected weekly and replaced with clean
  5. Pulled from service if non-conforming when bagging
- iv. Scraped Terrycloth Rags Disposable
  1. Same product as terrycloth above
  2. Pulled from rental service if fraying, staining, or a hole and sold as disposable terrycloth
  3. Sold instead of rented, do not need to be returned

g. Cost for evaluation locations
- i. Initial setup fees are waived and therefore are $0
  1. A sample new add wearer for evaluation (not requested but helpful)
     a. $55 for first name and City Crest (embroidered emblems)
     b. First responder $33 (although free if provided by the city)
     c. $16.94 preparation

d. No special size charges
e. $71.94 total per new add wearer (after initial install) if first responder patch provided or $104.94 if UniFirst provides an approved first responder patch

ii. 77 total wearers in denim pants (847 pants) $254.10
iii. 63 crew in work shirts (693 Shirts) $103.95
iv. 14 crew in polo shirts (154 polos) $33.88
v. 7 Locations DEFE charge $28.00
vi. Evaluation total $419.93

Tab C - Pricing and Fees

a. Proposal sheet included
   i. We are currently providing 11 free 100% cotton coveralls for wastewater to wear, preventing damage to their garments. We will continue to provide this free service. Quoted coverall price is only if certain departments or people wish to go entirely into coveralls.
   ii. Our shop towels are quoted at 7 ½ cents
      a. .06 will appear on the invoice as rental
      b. The remaining .015 is to cover what will be a separate line item on the shop towels labeled "automatic replacement" which replaces towels typically damaged or thrown away
b. How and when fees apply
   i. Rental rates are per piece rates billed weekly
   ii. The special size fees are being waived for this contract term
   iii. The garment maintenance program is optional and can be added or removed at any time
   iv. Setup fees only apply when new garments are ordered and are one-time fees
c. Special services (all these are optional and can be added or removed at any time)
   i. Garment Maintenance (labeled insurance on pricing sheet) – prevents all damage charges – $0.09/pc
   ii. Ongoing emblem – in place of the incidental emblem setup fees - $.07/pc weekly
   iii. Ongoing prep – in place of preparation fees - $.04/pc
   iv. Lost protection – covers 75% of lost charges - $.10/pc

League City TEXAS

RFP 22-029
Uniform Rental Services for Various City Departments

Proposal Cost Sheet

DUE DATE: Thursday, June 30, 2022 by 10:00 a.m.

Item No.	Garment Category	Brand/Stock No.	Rental Pricing		Direct Purchase Pricing	
	Shirts		Price	Additional Cost: XXL - Up	Price	Additional Cost: XXL - Up
1	Long Sleeve Shirts - Polo -	UniFirst/08AP	$0.22	None	$16.91	None
2	Short Sleeve Shirts - Polo -	UniFirst/04MM or 04MR	$0.22	None	$13.44	None
3	Long Sleeve Shirts - Button Down Work -	UniFirst or Red Kapp /0102	$0.15	None	$11.55	None
4	Short Sleeve Shirts - Button Down Work -	UniFirst or Red Kapp /0202	$0.15	None	$11.55	None
5	Long Sleeve Shirts - Flame Resistant -	UniFirst/09FR	$0.58	None	$38.51	None
	Pants/Shorts		Price	Additional Cost: XXL - Up	Price	Additional Cost: XXL - Up
6	Pants - Denim -	UniFirst or Red Kapp /1091	$0.30	None	$16.53	None
7	Pants - Work Pants -	UniFirst or Red Kapp /1002	$0.23	None	$16.04	None
8	Cargo Shorts -	UniFirst or Red Kapp /1271	$0.31	None	$17.15	None
	Coveralls		Price	Additional Cost:	Price	Additional Cost: XXL - Up
9	Coveralls -	UniFirst or Red Kapp /3001	$0.70	None	$28.99	None

Item No.	Additional Items and Fees	Rental Pricing	Direct Purchasing Pricing
	Name Tags and Emblem		
1	Name Emblem - Per Piece	$1.50	$1.50
2	Company Emblem - Per Piece	$3.50	$3.50
3	Emblem - Per Item - Embroidery	$4.00	$4.00
4	Patch - First Responders	$3.00	$3.00
5	Patch - American Flag	$3.00	$3.00
	Service Fees		
6	Initial Set-Up Charges	Waived	Waived
7	Preparation Charges	$0.75	4%
8	Restock/Exchange - Per Piece	$2.00	NA
9	Replacement Cost (Damaged) Fee - Garment	Same as "direct purchase" price listed above.	Same as "direct purchase" price listed above.
10	Replacement Cost (Damaged) Fee - Patches	Same as above	Same as above
11	Special Cuts Per Piece	Waived	Waived
12	Swing Suit Charges	None	NA
13	Unreturned Inventory	Same as "direct purchase" price listed above.	NA
14	Relocation Fee	None	None
15	Garment Insurance	Optional $.09/pc	NA
16	DEFE (Per Service Invoice)	$4.00	None
17	Energy Surge charge	None	None

18	Fuel Surcharge	Waived	Waived
19	Locker Charge	$0	$316.40
20	Minimum Charge Per Location	$25	None
	Towels/Rags		
21	Terrycloth Towels	$0.16	$0.45
22	Shop Towels (Red)	$0.075	$0.22
23	Scraped Terrycloth Rags - Disposable	$0.15	$0.15
	Mats		
24	Black or Gray Single Color Mat 4'x6'	$2.90	$84.70
25	Initial Set-Up Charges	None	None
26	Preparation Charges	None	None

Total Cost for Section V. A. 2. Tab B - Project Methodology g).
Proposer is to provide a total cost for Locations 3 (Streets & Stormwater), 4 (Water), and 7 (Parks Operations) for evaluation purposes **ONLY**. The sleeve selection for the will be long, and pant option will be denim. Total cost should include providing the name emblem, City logo emblem, and first responders' patch. Uniforms shall be split between crew totaling to 63 and supervisors totaling to 14.

Crew $ 311.85
Supervisors $ 80.08
Grand Total $ 391.93

This does not include the DEFE for each invoice. Further breakdown for a more complete evaluation on page 9.

Unit prices listed above are good for ninety (90) calendar days after receipt of proposal.