



REQUEST FOR PROPOSALS (RFP)
RFP 25-PW01
Uniform Rental Services for Various City Departments

The City of Luling is now accepting sealed proposals for Uniform Rental Services for Various City Departments. Sealed proposals must be received by **10:00 a.m., CST, Monday June 30, 2025**. Proposals received after this deadline will not be opened and will be considered void and unacceptable.

Proposals will be publicly opened in a manner that does not reveal their contents immediately following the due date and time at City of Luling, City Hall, 509 E. Crockett, Luling, TX 78648. The contents of all proposals will remain confidential until after a contract has been awarded by City Council. The RFP packet may be obtained from the City's website at: <http://cityofluling.net>. Or in person at City of Luling, City Hall, 509 E. Crockett, Luling, TX 78648.

All inquiries about this RFP must be submitted in writing to the Accounting Clerk via email: asmith@cityofluling.net

First Publication: May 29, 2025
Second Publication: June 5, 2025



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City of Luling
Request for Proposal 25-PW01
Uniform Rental Services for Various City Departments

I. Introduction

The City of Luling is soliciting proposals from interested and qualified firms to provide uniform supply, rental, and laundry service for various City departments. The City reserves the right to make a single award or multiple awards to accomplish all services outlined in this RFP.

A. Clarification and Interpretation of RFP

1. The words “must” or “will” or “shall” in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.
2. The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

B. Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals, and gain adequate information from which the City may evaluate the proposer’s products and services as they compare to the other providers and as they pertain to the needs of the City’s organization as defined in this document.

C. Confidential or Proprietary Information

Throughout the process of evaluating proposals and negotiating a contract, all information contained in proposals shall be kept confidential. Upon Council award of contract or rejection of all proposals, contracting information, as defined by Texas Government Code 552 and in this document, shall be open for public inspection. This includes successful and unsuccessful proposals. Exceptions may be made if releasing the information would harm City interests by providing an advantage to a competitor or bidder in a future competitive situation, or if information requested contains trade secrets, or proprietary information.

Any information that the potential vendor or Proposer believes may be considered proprietary, confidential or a trade secret should be stamped with the term CONFIDENTIAL on that part of the proposal. All proposals and parts of proposals which are not marked as confidential will be automatically considered public information after the contract is awarded. If the vendor, contractor, potential vendor, or potential Proposer wishes to claim that information is proprietary, they must demonstrate based on specific factual evidence that disclosing the information would reveal an individual approach to work, organizational structure, staffing, internal operations, processes, or discounts, pricing methodology, cost data or other pricing information that will be used in future solicitation or bid documents; or give advantage to a competitor.

In the event that information contained in those sections marked confidential are included in an Open Records Request, the City will decline to release the information for the purpose of requesting an attorney general decision. The City will make a good faith effort to contact the



vendor, so they may submit in writing to the attorney general the reasons why the information should be withheld or released. If the vendor cannot be contacted, the information may be released without further review. The process to be followed upon receipt of the request for information that potentially contains trade secrets, or proprietary or confidential information will be as follows:

1. City will make a good faith effort to notify the vendor in writing that the information has been requested within a reasonable time, but no more than ten (10) business days after receiving the request. This will include a copy of the written request for information, and a statement that the vendor is entitled to submit to the attorney general with ten (10) business days the reason(s) with the information should be withheld and a letter, memorandum, or brief in support of that reason.
2. The vendor who submits a letter, memorandum, or brief to the attorney general shall send a copy to the person who requested the information from the governmental body. If the letter, memorandum or brief contacts the substance of the information requested, the copy sent may be a redacted copy.
3. The attorney general shall promptly render a decision when requested, consistent with the standards of due process, determining whether the requested information requested contains trade secrets, or confidential or propriety information as defined in Texas Government code 552. The decision shall be rendered no later than the 45th business day after the date the attorney general received the request for a decision.

Contracting Information – information in a voucher or contract relating to the receipt of expenditure of public funds; solicitations or bid documents; communications sent between the City and a vendor, contractor, potential vendor or potential Proposer during solicitation, evaluation, or negotiation of a contract; documents, including bid tabulations, showing the criteria by which a government body evaluates each vendor; and communications and other information sent between City and a vendor or Proposer related to the performance of a final contract with City or work performed on behalf of City.

Trade Secrets – all forms and types of information including business, scientific, technical, economic, or engineering information and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique process, procedure, financial data, or list of actual or potential customers or suppliers, whether tangible or intangible and whether or however stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if the owner of the trade secret has taken reasonable measures under the circumstances to the information secret and the information derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable through proper means by, another person who can obtain economic value from the disclosure of the information.

D. Background Information

Luling is a home-rule, incorporated city with a 2023 population of approximately 5,754. The City is governed by a Council/Manager form of government and municipal services are provided by 90 full-time equivalents. The City Council is an elected body consisting of the Mayor and five Council Members. The City Manager, Mark McLaughlin, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager.



II. Instructions to Proposers

A. General

This section outlines specific instructions for proposal submissions. Proposers not adhering to these instructions may be disqualified without further consideration. The City shall have the right to cancel any or all item(s) without obligation if delivery is not made on or before the time(s) specified.

1. There will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of Luling.
2. The City of Luling requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. It is requested that proposals be limited to no more than 25 pages, excluding cover page, resumes, sample documents and attachment A forms. All pages of the proposal must be numbered, and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal. Preferred binding is paper clip, binder clip or three-ring binder.

B. Proposal Submission

The City will receive proposals delivered to City Hall.

Hard copy proposals can be submitted should be properly labeled and clearly marked with the RFP number and description. Hard copies should be delivered to:

City of Luling
City Hall
509 E. Crockett
Luling, TX 78648
Monday – Friday 8:00 am to 5:00 pm



C. Proposal Timeline

The vendor/Proposer selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued:	May 29, 2025
Proposal Submission Deadline:	June 30, 2025 at 10:00am
Anticipated Contract Start Date:	December 1, 2025

III. Scope of Work

A. General

The City of Luling is seeking qualified proposers to furnish garments, mats, and rags, primarily or entirely for rental, and laundry services for rented items. This contract is intended for routine and continuous usage. These estimates are for acquainting the proposer with probable quantities to be expected during the contract term. These estimates are not intended to set forth minimum or maximum quantities on this contract and shall not be constructed as such.

B. Departments and Locations

Goods and services will be provided at the following City Departments at the Public Works Building located at 2510 E. Pierce St Luling, TX 78648.

	<u>DEPARTMENTS</u>	<u>Number of Crew Uniform Wearers</u>	<u>Number of Supervisor Uniform Wearers</u>
1	STREET DEPARMENT	8	1
2	PARKS & REC	12	0
3	ELECTRIC	6	1
4	WATER	5	0
5	WASTEWATER	2	1
6	BRUSH	1	0
	TOTALS	34	3



C. Clothing

- New garments to be provided at the beginning of the contract. Proposer shall ensure that clothing shall be of quality and processing comparable to the generally accepted standard of the industry during the contract term.
- Eleven (11) shirts should be inventoried for each employee. This includes a “swing” set for exchange day. Number of changes per week: five (5) shirts.
- Types of shirts -
 - Button Down Work Shirt -
Shirt preference is to be fade, shrink, snag, wrinkle resistant with stain release and moisture control. Collars shall be lined with collar stays of button-down collars. Shirts shall have button down fronts, with option of *short or long sleeve at employee’s choice*. Shirts shall have front pocket(s), no more than two, and shall not be form fitting.
 - Long Sleeve Button Down Work Shirt –
Flame-Resistant button-down work shirt designed for welding.
- Color –
 - Shirts shall be in blue for supervisors
 - and gray for line staff.
 - Reflective trim.

D. Emblems and Patches

- Uniforms shall have two (2) embroidered emblems on each shirt. The employees name tag over the left shirt pocket. The other emblem shall be the City logo, which will be provided to the successful proposer, and shall be placed over the right shirt pocket.
- If the clothing is exchanged for any reason, proposer will transfer old emblems and name tags to new garments prior to delivery.

E. Measurement

- The proposer will measure all current and subsequent employees.
- Employees may select uniform shirt sleeve length at the time of initial order only.
- All alterations, mending, and size exchanges on all uniforms shall be provided by the proposer at no additional cost to the City.

F. Samples

- The City reserves the right to request samples of garments or fabrics at no additional cost to the City.



G. Inventory Control and Tracking

- All garments or other merchandise furnished under the general rental agreement shall remain the property of the proposer. Any garments lost by proposer shall be replaced at no additional cost, including emblems and/or name tags.
- In an employee's departure with the City, it shall be understood that garment rental fees shall cease once uniforms have been returned.
- Proposer should furnish a complete listing of garments delivered organized by department and wearer. This list should be provided to the department monthly for reconciliation and should include uniforms sent for service.

H. Delivery

- All uniform deliveries shall be made once, per week, Monday through Friday. Deliveries shall be made on the same day each week between 8:30 am to 11:30am or 1:00 pm to 4:30 pm.
- Holiday adjustments to schedule shall be made in advance.
- All garments shall be delivered on hangers.

I. Cleaning, Inspection, and Repairs

- Proposer must maintain clothing in an acceptable serviceable condition throughout the term of the service agreement.
- Garments that are visibly worn, frayed, or torn from normal use shall be repaired or replaced as required.
- Any sizing changes whether up or down, of the same garments, should only be charged for emblem/name tag change so long as original uniforms are returned in acceptable serviceable condition.
- No damage fees or replacement costs will be charged by the proposer except for loss by employee, or willful abuse of garment beyond normal wear and tear.

J. Unsatisfactory Service

- Should the City of Luling receive unsatisfactory deliveries or services that are not quickly corrected, the proposer shall have fifteen (15) calendar days from the receipt of written notice to resolve said problem(s). If said problem(s) is not resolved by the proposer, the City of Luling may then terminate this agreement for nonperformance with thirty (30) day written notice.

The Proposer shall make available, through direct purchase, a variety of garments, mats, and other related supplies, to the City. All garments shall meet the requirements detailed within the Contract, or as additionally specified by the City at the time of the request.

The Proposer shall provide discounted pricing off of the published list pricing structure for all direct purchases and shall provide additional discounts for volume purchases where appropriate



IV. Proposal and Evaluation Format

Proposer's submission package shall consist of the following:

1. Completed Proposal Cover Sheet
2. Qualifications and Experience
3. Project Methodology
4. Pricing and Fees
5. Forms (Attachment A)
 - Public Information Act
 - Conflict of Interest Questionnaire

A. Proposal Format

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

1. Qualifications and Experience

a) Qualifications

1. Provide a brief description and history of the company including current size and how many persons in the company are to be directly engaged in the proposed services.
2. Include the names, qualifications, years of experience, and other detailed background information of the management team directly responsible for operations.
3. Include relationship or buying power history with current garment manufactures and how the relationships are managed to provide quality services to the customers.

b) Experience

1. Discuss the company's prior service experience in providing the proposed service to other organizations of comparable size.
2. Provide a list of local municipal customer contracts within a 150-mile radius of the City of Luling where uniform services are provided.
3. Proposer to provide at least five (5) references for governmental agencies for which you have provided this type of service. Include the name of the agency, contact name, telephone numbers, email address, date/length of the contract.



2. Project Methodology

- a) Include comprehensive transition plan, a timeline for total program start-up, and a weekly pickup/drop-off schedule. This is to include a time frame to measure all current employees.
- b) Provide a description of the uniform to be provided including type of fabric, material quality, color, and information regarding the patches and emblems.
- c) Provide a detailed description of customer service approach, turn-around time on customer service, measures pertaining to inventory control, tracking, and how delays will be communicated.
- d) In the proposal, explain what the process and requirements are for determining when items need to be repaired or replaced, what the timeline for that change will be, and how this will be communicated to the City. This is to include a description of how damage will be considered be it manufacture damage, personal damage, or normal wear and tear.
- e) Each proposer shall submit a policy for the replacement of uniforms due to excessive wear, soiled or torn clothing, or ill-fitting uniforms during the contract term.
- f) **Proposer is to provide a total cost for Parks & Rec Department and Electric Department as listed on page 7 for evaluation purposes ONLY. The sleeve selection will be long and the Electric Departments uniforms must be Flame Resistant, Total cost should include providing the name emblem and City logo emblem. Uniforms shall be split between crew totaling to 12 and supervisors totaling to 1.**

3. Pricing and Fees

- a) All rates and fees must be listed on the proposal cost sheet. The city will not be responsible for paying any fees not specifically listed. The fees and charges presented shall remain firm for the original term of the agreement.
- b) Describe how and when the fees apply.
- c) Identify and list all special services and identify charges pertaining to such service.

4. Forms (Attachment A)

- a) Completed City of Luling Texas Public Information Act
- b) If required, provide a completed copy of the Conflict-of-Interest Questionnaire (Form CIQ).



B. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all the responses that are submitted. Evaluation ratings will be on a 100-point scale and those proposers selected for a short list may be invited to attend an interview, at the proposer’s own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City’s process is as follows:

- 6. City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

Criteria	Points
Qualifications and Experience	30
Project Methodology	40
Pricing and Fees	30

- 7. Pricing and fees will be evaluated based on the total cost. The formula used will be: lowest price/proposal being reviewed price * 50.
- 8. Once proposals are scored, the evaluation team will select finalist and decide whether interviews should be conducted.
- 9. Should negotiations be unsuccessful, the City shall enter negotiations with the next, highest ranked vendor. The process shall continue until an agreement is reached with a qualified vendor.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City’s judgement as the appropriateness of an award to the best evaluated proposer. The information maybe appended to proposal evaluation process results.

V. Contract Terms and Conditions

A. General

This will be a three (3) year contract, with two (2) one-year renewal terms available upon the mutual agreement of the parties with no more than a 3% escalation factor per renewal. The annually renewable agreement is meant as an option for either party to exit the contractual obligation at its discretion. The City reserves the right to make a single or multiple award, whichever are in the best value to the City to accomplish all services outlined in this proposal.



B. Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

C. Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.



TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

QUANTITIES: The quantities indicated are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of Luling will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of Luling will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Proposer shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.



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- (1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than \$1,000,000.00;
- (2) Employers Liability Insurance Protecting Proposer against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$100,000.00.
- (3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000.00 per each person, \$1,000,000.00 per each occurrence/\$2,000,000.00 aggregate; Property Damage \$1,000,000.00 per each occurrence;
- (4) Excess Liability Insurance Comprehensive General Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of \$5,000,000.00 excess of specified limits;

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Luling City Secretary's Office. Any changes to specifications will be made in writing and posted on the City's website at: <http://cityofluling.net>. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of Luling is not responsible for lateness or non-delivery of mail, carrier, etc.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.



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PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution).

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code).

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code).

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Caldwell County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Luling. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents. Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Luling, including affiliations and business and financial relationships such persons may have with City of Luling officers. By doing business or seeking to do business with the City of Luling, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of Luling may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of Luling will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Luling designated location) are to be included in the proposal price.



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INVOICES: Invoices must be itemized, and purchase order number must be referenced on original invoice. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the proposer for correction. Invoices submitted for payment shall be e-mailed to: City of Luling, Accounts Payable at, asmith@cityofluling.net. Invoices can be mailed to Attn: Accounts Payable, to the address: 509 E. Crockett Luling, TX 78648. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of Luling from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Luling reserves the right to terminate the contract immediately in the event the successful respondent:

- Fails to complete project in a timely manner agreed upon by both parties;
- Otherwise fails to perform in accordance with this contract;
- Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Luling may have in law or equity. Respondent, in submitting this proposal, agrees that City of Luling shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of Luling shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Luling, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of Luling.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of Luling.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the



compensation and classification study, notwithstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a *Certificate of Interested Parties (Form 1295)* at the time the signed contract is submitted to the City. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at: <https://www.ethics.state.tx.us/File/>

Prohibition on Contracts with Companies Boycotting Israel: Beginning September 1, 2017, state law prohibits governmental entities from contracting with companies who boycott Israel, and requiring contract terms that state that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The Texas State Comptroller maintains a list of companies that boycott Israel. Inclusion on this list will prevent the City of Luling from entering into a contract with the contractor. Below is a link to the list.

<https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Certain Entities: Beginning September 1, 2017, a municipality may not enter into a contract with a company that does business with Iran, Sudan, or known terrorist organizations, and contracts must contain language to that effect. The Texas Comptroller maintains a list of companies known to do business with Iran, Sudan or known terrorist organizations. Inclusion on this list will prevent the City of Luling from entering into a contract with that vendor. Below is a link to the list. <https://comptroller.texas.gov/purchasing/publications/divestment.php>

Prohibition on Contracts with Companies Boycotting Oil Companies: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies who boycott oil companies and requiring contract terms that state that the vendor does not boycott oil companies and will not boycott oil companies during the term of the contract.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries: Beginning September 1, 2021, state law prohibits governmental entities from contracting with companies that discriminate against firearms and ammunition industries and requiring contract terms that state that the vendor does not discriminate against firearms and ammunition industries and will not discriminate against ammunition industries during the term of the contract.



Proposal Cover Sheet
Due Date: JUNE 30, 2025 AT 10:00AM

Name of Firm/Company

Agent's Name (Please Print)

Agent's Title

Mailing Address

City

State

Zip

Telephone Number

Email Address

Authorized Signature

Date

Proposal Submission Checklist

Proposal submission package shall consist of the following:

- Proposal Cover Sheet
- Proposal
- 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 _____



Proposal Cost Sheet

DUE DATE: JUNE 30, 2025 AT 10:00AM

<u>Item No.</u>	<u>Garment Category</u>	<u>Brand/Stock No.</u>	<u>Rental Pricing</u>		<u>Direct Purchase Pricing</u>	
			<u>Price</u>	<u>Additional Cost: XXL-UP</u>	<u>Price</u>	<u>Additional Cost: XXL-UP</u>
	<u>Shirts</u>					
1.	<u>Short Sleeve Shirts-Button Down Work, with Reflective Trim</u>					
2.	<u>Long Sleeve Shirts-Button Down Work, with Reflective Trim</u>					
3.	<u>Long Sleeve Shirts-FLAME RESISTANT with Reflective Trim</u>					
	<u>Pants, Coveralls, Jackets</u>					
3.	<u>Pants-Denim-</u>					
4.	<u>Coveralls-</u>					
5.	<u>Medium Weight Jacket-</u>					



<u>Item No.</u>	<u>Additional Items and Fees</u>	<u>Rental Pricing</u>	<u>Direct Purchase Pricing</u>
	<u>Name Tags and Emblem</u>		
1.	<u>Name Emblem-Per Piece</u>		
2.	<u>Company Emblem-Per Piece</u>		
3.	<u>Emblem – Per Item-Embroidery</u>		
	<u>Service Fees</u>		
5.	<u>Initial Set-Up Charges</u>		
6.	<u>Preparation Charges</u>		
7.	<u>Restock/Exchange – Per Piece</u>		
8.	<u>Replacement Cost (Damaged) Fee-Garment</u>		
9.	<u>Replacement Cost (Damaged) Fee-Patches</u>		
10.	<u>Special Cuts per Piece</u>		
11.	<u>Swing Suit Charges</u>		
12.	<u>Unreturned Inventory</u>		
13.	<u>Relocation Fee</u>		
14.	<u>Garment Insurance</u>		
15.	<u>DEFE (Per Service Invoice)</u>		
16.	<u>Energy Surge Charge</u>		
17.	<u>Fuel Surcharge</u>		
18.	<u>Minimum Charge per Location</u>		
	<u>Towels/Rags</u>		
19.	<u>Terrycloth Towels</u>		
20.	<u>Shop Towels (Red)</u>		



<u>21.</u>	<u>Scrapped Terrycloth Rags- Disposable</u>		
	<u>Mats</u>		
<u>24.</u>	<u>Black or Gray Single Color Mat 4'X6'</u>		
<u>25.</u>	<u>Initial Set-Up Charges</u>		
<u>26.</u>	<u>Preparation Charges</u>		

Total cost for Section V. A. 2. Tab B-Project Methodology (f).

Proposer is to provide a total cost for Parks & Rec Department and Electric Department as listed on page 7 for evaluation purposes ONLY. The sleeve selection will be long and the Electric Departments uniforms must be Flame Resistant. Total cost should include providing the name emblem and City logo emblem. Uniforms shall be split between crew totaling to 12 and supervisors totaling to 1.

CREW \$ _____

SUPERVISORS \$ _____

GRAND TOTAL \$ _____

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

Texas Public Information Act

Steps to Assert that Information is Confidential or Proprietary

All proposals, data, and information submitted to the City of Luling are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and bid sheet with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state (Please check one):

The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public under the Texas Public Information Act.

The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____

and any information contained on page number not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.