



INVITATION TO BID

NAME OF COMPANY SUBMITTING BID _____

SECTION I - GENERAL INFORMATION AND OFFER/ACCEPTANCE

The enclosed **INVITATION TO BID** (ITB) and accompanying specifications and bid forms are for your convenience in bidding the enclosed referenced products and/or services. Bidders are cautioned that the Longview Purchasing Division *is the sole point of contact* for the City of Longview (the City) during this process. Any oral statement by any representative of the City, modifying or changing any conditions of this ITB, is an expression of opinion only and confers no right upon the bidder. If additional information is needed to interpret the specifications, **written** questions will be accepted by:

City of Longview - Purchasing Division
PO Box 1952 – 300 W. Cotton (zip 75601)
Longview, TX 75606

PHONE (903) 237-1324
FAX (903) 291-5323
purchasing@longviewtexas.gov

A pre-bid meeting will be held at 10:00 a.m. September 30, 2020

Sealed bids will be received no later than: 2:00 P.M., OCTOBER 9, 2020

MARK ENVELOPE:	BID NO. 2021-17 , UNIFORM RENTAL / LEASE SERVICES
RETURN BID TO:	CITY OF LONGVIEW PURCHASING OFFICE PO BOX 1952 – 300 W. COTTON (ZIP 75601) LONGVIEW, TEXAS 75606

All uniforms being bid must be pre-approved. See Section 5.04, page 17.

Vendors requesting item approval must make arrangements and submit a sample to Tim Waddell, 933 Mobile Drive, 903-237-1302 no later than October 2, 2020 by 5:00 P.M.

THE CITY OF LONGVIEW appreciates your time and effort in preparing a bid. Please note that all bids must be received at the designated location by the deadline shown. Bids received after the deadline will not be considered for award, and shall be considered void. Opening is scheduled in Purchasing Offices at 300 W. Cotton, Longview, and Texas. You are invited to attend.

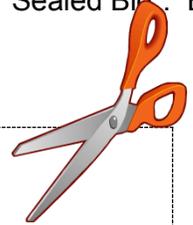
Award will be made approximately two weeks after the bid opening date. The City reserves the right to award contracts on an individual item or lump sum basis, whichever is the best interest of the City. To obtain results please contact the Purchasing Manager at the address above or phone (903) 237-1324.

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Return all pages of your bid. Bidders shall sign and date pages with signature lines. Incomplete bids or bids which are not signed and dated as stated may be rejected.

INVITATION TO BID

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid.



SEALED BID ● DO NOT OPEN

UNIFORM RENTAL / LEASE SERVICES

BID No. 2021-17

BID OPENING: OCTOBER 9, 2020 @ 2:00 P.M. CT

For Information Contact:

Jaye Latch
(903) 237-1324
purchasing@longviewtexas.gov

Company Name: _____

Contact Name: _____

Telephone Number: _____

Bids must be addressed to:

Jaye Latch
Purchasing Manager
PO Box 1952
Longview, TX 75606
or

Jaye Latch
Purchasing Manager
300 W Cotton St
Longview, TX 75601

SECTION II – INSTRUCTIONS AND GENERAL TERMS

By order of the City Manager of LONGVIEW, TEXAS, sealed bids will be received for:

UNIFORM RENTAL / LEASE SERVICES

2.00 THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE for a contract for the goods and services specified. The term of this contract will be two (2) year or until satisfactory completion of all of the goods and services specified. City of Longview reserves the right to extend this contract for three (3) additional one-year periods as it deems to be in the best interest of the City. City reserves the right to purchase additional units of the types of goods and services specified, provided pricing, terms and conditions remain the same.

2.01 IT IS UNDERSTOOD that the City of Longview, Texas (City) reserves the right to reject any or all bids for any or all goods and services covered in this bid request and to waive informalities or defects in bids or to accept such bids as it deems in the best interests of the City of Longview.

2.02 BIDS MUST BE submitted on the pricing forms included for that purpose in this packet. Bids shall be placed in a sealed envelope and appropriately signed by a person having the authority to bind the firm in a contract. The bid number and title shall be marked clearly on the outside as shown below. Elaborate binding or binders are discouraged. ***FACSIMILE TRANSMITTALS or ELECTRONIC (EMAIL) SUBMISSIONS WILL NOT BE ACCEPTED.***

2.03 SUBMISSION OF BIDS: The City of Longview requests one original. Include all pages of this document in submitting your bid. Sealed bids shall be submitted to:

**CITY OF LONGVIEW PURCHASING OFFICE
PO BOX 1952 – 300 W. COTTON (ZIP 75601)
LONGVIEW, TX 75606**

2.04 LATE BIDS: ALL BIDS MUST BE RECEIVED IN THE CITY OF LONGVIEW PURCHASING OFFICES BEFORE BID OPENING DATE AND TIME. Bids received in the City Purchasing Office after the submission deadline will be considered void and unacceptable. The City of Longview is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Purchasing Office will be the official time of receipt.

2.05 FUNDING: Funds for payment have been provided through the City of Longview budget approved by the Longview City Council for this each year only. Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Any anticipated orders or other obligations that may arise past the end of the current City of Longview fiscal year will be subject to budget approval.

2.06 ALTERING BIDS: Bids cannot be altered or amended after the submission deadline. Any 3interlineations, alteration, or erasure made before opening must be initialed by the signer of the bid.

2.07 WITHDRAWAL OF BID: A bid may not be withdrawn or canceled by the bidder without the permission of the city for a period of ninety (90) days following the date designated for the receipt of bids, and bidder so agrees upon submittal of a bid. For the purpose of proper bid evaluation and approval, all prices, costs and conditions shall remain firm and valid for a ninety (90) day period, commencing on the day of the bid opening. Upon award of contract all prices shall be firm and valid for the duration of the contract.

2.08 SALES TAX: The City of Longview is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Bidders shall be responsible to report and pay all applicable taxes, if any, promptly.

2.09 BID AWARD: The City of Longview will review all bids for responsiveness and compliance with these specifications. Bids are awarded either to the responsive, responsible bidder who submits the lowest and best bid based on the specifications published herein or to the responsive bidder who provides goods or services at the best value for the municipality. In selecting the bidder to whom the contract will be awarded, the City also reserves the right to consider the location of the bidder's principal place of business as provided by section 271.905 or section 271.9051 (as applicable) of the Texas Local Government Code. City of Longview may negotiate additional work as deemed appropriate and consistent with state law and with the intent and terms of the resulting contract.

2.10 CONTRACT: This bid, when properly accepted the City of Longview, shall become a contract equally binding between the successful bidder and City of Longview. No different or additional terms will become a part of this contract with the exception of Change Orders.

2.11 CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Longview Purchasing Agent.

2.12 IF DURING THE life of the contract, the successful bidder's net prices to other customers for goods and services provided hereunder are reduced below the contracted price, it is understood and agreed that the benefits of price reduction shall be extended to the City of Longview.

2.13 A PRICE adjustment may be considered by the City of Longview only at the anniversary date of the contract and shall be substantiated in writing (e.g., Wage/Labor rates, Consumer Price Index, etc.). The City of Longview reserves the right to accept or reject any/all of the price redetermination as it deems to be in the best interest of the city.

2.14 DELIVERY: All delivery and freight charges (FOB City of Longview) are to be included in the bid price.

2.15 Section not used.

2.16 ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Longview.

2.17 EXCEPTIONS/SUBSTITUTIONS: Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Longview reserves the right to accept any and all or none of the exception(s)/ substitution(s) deemed to be in the best interest of the city.

2.18 DESCRIPTIONS: Any reference to model and/or make/maker used in bid specifications is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on items of like quality will be considered.

2.19 ADDENDA: Any interpretations, corrections or changes to this specification will be made by addenda. Sole issuing authority of addenda shall be vested in City of Longview Purchasing Agent. Addenda can be found on the City of Longview website www.LongviewTexas.gov/Bids. Addenda can also be obtained by calling City of Longview Purchasing office at 903-237-1324 or 903-237-1322. It is the responsibility of the bidder to obtain a copy of all addenda pertaining to this ITB.

2.20 BID MUST COMPLY with all federal, state, city and local laws concerning types of products specified.

2.21 DESIGN, STRENGTH, QUALITY of materials must conform to the highest standards of manufacturing practice.

2.22 MINIMUM STANDARDS FOR RESPONSIBLE BIDDERS: A prospective bidder must affirmatively demonstrate responsibility and must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain resources required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award.

City of Longview may request clarification or other information sufficient to determine bidder's ability to meet these minimum standards listed above. Failure to respond to such requests shall be cause for removal from consideration.

2.23 REFERENCES: The City of Longview requests bidders to supply a list of three (3) references where like services or products have been supplied by their firm. Include names of firms, addresses, telephone numbers and names.

2.24 BIDDER SHALL PROVIDE with this bid response, all documentation required by this ITB. Failure to provide information specifically requested may result in rejection of your bid.

2.25 INDEMNIFICATION: The contractor agrees and shall indemnify and hold harmless City, its officers, agents, employees, and elected officials from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all, but not limited to, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or damage to any property, arising out of or in connection with the acts and/or omissions of contractor under this contract.

2.26 WAGES: Successful bidder shall pay or cause to be paid, without cost or expense to City of Longview, all Social Security, Unemployment and Federal Income Withholding Taxes of all employees and all such employees shall be paid wages and benefits required by Federal and/or State Law.

2.27 TERMINATION OF CONTRACT: This contract shall remain in effect until the contract expires, until acceptance of performance of goods and services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. The City of Longview reserves the right to award canceled contracts to the next lowest and best bidder or to the remaining responsive bidder who provides the goods and services at the best value for the municipality, as the City deems to be in the best interest of the City. City reserves the right to hold original contractor responsible for any resultant increase in cost.

2.28 TERMINATION FOR DEFAULT: The City of Longview reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City of Longview reserves the right to terminate the contract immediately in the event successful bidder fails to:

1. meet schedules;
2. defaults in the payment of any fees; or
3. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the city to exercise any or all rights. The city of Longview may exercise any right or pursue any remedy available at law or in equity for breach of this contract. The exercise of any right or pursuit of any remedy by the City for breach of this contract shall no prevent the City from exercising any other right or pursuing any other remedy available under this contract, under law, or in equity.

In the event the successful bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, City of Longview shall give the successful bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the city within thirty (30) days of receipt of such notice by the successful bidder, default will be declared and all the successful bidder's rights shall terminate. Bidder, in submitting this bid, agrees that City of Longview shall not be liable to prosecution for damages in the event that the City of Longview declares the bidder in default.

2.29 NOTICE: Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

2.30 CONTRACT ADMINISTRATOR: Under this contract, the City of Longview may appoint a contract administrator with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and service performance. The contract administrator will serve as liaison between the City of Longview Purchasing Department and the successful bidder.

2.31 PURCHASE ORDER: A purchase order(s) shall be generated by the City of Longview to the successful bidder. The purchase order number must appear on all itemized invoices. The City of Longview will not be held responsible for any orders placed/delivered without a valid current purchase order number.

2.32 EACH INVOICE shall be number and show (1) name and address of the successful bidder, (2) name and address of receiving department and/or delivery location, (3) City of Longview Purchase Order number, and (4) descriptive information as to the goods and services delivered.

2.33 PAYMENT will be made upon receipt and acceptance by the city of the item(s) ordered and receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Texas Government Code Chapter 2251. The City's standard payment terms are net 30, i.e. payment is due in 30 days.

2.34 ITEMS, if any, supplied under this contract shall be subject to the City of Longview's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date, at no expense to the city. If the item(s) is not picked up within one (1) week after notification, the item(s) may be removed at the owner's expense at the discretion of the City.

2.35 SAMPLES: When requested, samples shall be furnished free of expense to the City of Longview. Samples will be returned on request.

2.36 WARRANTY: The successful bidder shall warrant that all items/services shall conform to the proposed specifications.

2.37 REMEDIES: The successful bidder and the City of Longview agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

2.38 APPLICABLE LAW AND VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Longview, Texas. Venue for actions arising under this agreement in federal courts shall lie exclusively in the Eastern District of Texas, Tyler Division, and for state courts shall lie exclusively in Gregg, County, Texas.

2.39 EQUAL EMPLOYMENT OPPORTUNITY: The successful bidder shall comply with all applicable provisions of regulations of the U.S. Department of Commerce (Part A of Sub-title 15 of the code of Federal regulations) issued pursuant to the Civil Rights act of 1964, in regard to nondiscrimination in employment because of race, religion, color, sex, handicap, or national origin. The bidder shall comply with all applicable Federal, State, and local laws, rules and regulations concerning equal employment opportunity.

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

2.41 SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. Interpretations of these specifications shall be made on the basis of this statement.

2.42 PROPRIETARY INFORMATION: The responders to any inquiry or bid request shall state any restrictions on the use of data contained in their responses. Proprietary information will be handled in accordance with applicable law, regulations and policy of this jurisdiction. By submitting a bid in response to this ITB, the bidder agrees that any information not clearly marked as proprietary is not confidential and may be publicly released. The City is subject to the Texas Public Information Act (Texas Government Code Chapter 552), and any and all agreements awarded pursuant to this ITB and any other documents related thereto will be public information. Bidder further agrees that the interest rate offered by bidder and the amounts of other fees and charges proposed in response to this ITB are all public information and bidder consents to the release of such information to the public.

2.43 This section not used.

2.44 BEST VALUE: THE CITY WILL AWARD THE CONTRACT SOUGHT BY THIS ITB EITHER TO THE LOWEST RESPONSIBLE BIDDER OR TO THE BIDDER WHO PROVIDES GOODS OR SERVICES AT THE BEST VALUE FOR THE CITY. IN SELECTING THE BIDDER TO WHOM THE CONTRACT WILL BE AWARDED, THE CITY ALSO RESERVES THE RIGHT TO CONSIDER THE LOCATION OF THE BIDDER'S PRINCIPAL PLACE OF BUSINESS AS PROVIDED BY SECTION 271.905 AND/OR SECTION 271.9051 OF THE TEXAS LOCAL GOVERNMENT CODE.

In determining the best value for the municipality, the City of Longview may consider:

1. the purchase price;
2. the reputation of the bidder and of the bidder's goods or services;
3. the quality of the bidder's goods or services;
4. the extent to which the goods or services meet the city's needs;
5. the bidder's past relationship with the City of Longview;

6. the impact on the ability of the City of Longview to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
7. the total long-term cost to the City of Longview to acquire goods or services; and
8. any relevant criteria specifically listed in the request for bids or proposals.

2.45 NONRESIDENT BIDDERS: Texas state law requires that the City give preference to Texas resident bidders at an amount that a Texas resident bidder would be required to underbid a nonresident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. Preferences may or may not apply but will be enforced as prescribed in Texas Government Code Chapter 2252, subchapter A. Bidders must certify that they are resident or nonresident in order to meet specifications. Failure to do so on the provided response forms will disqualify that bidder. Certification is included in the Bid Affidavit to follow."

2.46 OZONE ACTION DAYS – The successful bidder shall observe and follow City Policy in regard to operating equipment and providing goods and services on Ozone Action Days.

2.47 ANY QUESTIONS concerning the ITB shall be directed to the Purchasing Department in writing. The FAX number for written inquiry is 903 291-5323 or you may e-mail to purchasing@longviewtexas.gov . Reference the section and page in question.

2.48 SUBCONTRACTING: The awarded vendor shall not subcontract without the written approval of the City. It is expressly understood and shall be agreed by both the City and vendor that the City is contracting with the successful vendor as independent contractor. No part of this contract shall be subcontracted out, without proper notification AND written consent from the City of Longview.

2.49 Section not section

2.50 STORM WATER MANAGEMENT: Contractor shall implement best management practices (BMPs) to prevent storm water pollution to the maximum extent practicable in accordance with the City of Longview's Storm water Management Program. These BMP's include at a minimum:

- Performing regular inspections and maintenance on vehicles and equipment to prevent fluid leaks.
- Implement standard operating procedures (SOPs) for spill prevention and cleanup that include at a minimum the following:
 - (1) arrival of the responsible person or response personnel hired by the responsible person at the site of the discharge or spill;
 - (2) initiating efforts to stop the discharge or spill; including maintaining onsite spill kits
 - (3) minimizing the impact to the public health and the environment;
 - (4) neutralizing the effects of the incident;
 - (5) removing the discharged or spilled substances; and
 - (6) managing the wastes.
- Training and equipping all employees who are present on City property in appropriate actions in accordance with the SOP.
- Provide upon request records of onsite inspections and BMP's.

2.51 PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Chapter 2270 of the Texas Government Code prohibits the City from entering into a contract with a company unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The term "boycott Israel" has the meaning assigned by Section 808.001 of the Texas Government Code. The required verification is included with and made a part of this ITB, and the same or substantially similar language must be made a part of the final contractual agreement between the City and the successful bidder.

2.52 DISCLOSURE OF INTERESTED PARTIES: Section 2252.908 of the Texas Government Code may require the successful bidder to file Form 1295 promulgated by the Texas Ethics Commission disclosing information about certain parties with a business interest in the successful bidder. If Form 1295 is required, the City cannot enter into a contract with the successful bidder unless the successful bidder submits Form 1295 at the time the successful bidder submits the signed lease-purchase contract to the City. Generally, the process for filing Form 1295 is as follows:

1. Prior to award by City Council, the successful bidder will be required to log in to the Texas Ethics Commission, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." The successful bidder must print and sign Form 1295.
3. Within seven (7) business days from notification of pending award by the City of Longview Purchasing Department, the completed Form 1295 must be submitted to City of Longview.

4. The successful bidder will need to repeat this process and obtain a separate Form 1295 each time the successful bidder enters into a new contract, renews a contract or makes modification and/or amendments to a City of Longview contract.

Instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or you may call the Texas Ethics Commission at (512) 463-5800.

BY SUBMITTING A BID YOUR FIRM AGREES TO ADHERE TO SECTION 2252.908 OF THE TEXAS GOVERNMENT CODE REFERENCED ABOVE.

Please Note: No action is required until notification of potential award by the City of Longview Purchasing Department.

SECTION III - SPECIAL PROVISIONS

3.00 BID SECURITY: A bid security is not required.

3.01 SUPPORTING INFORMATION: When requested bidders are required to provide technical brochures or pre-published literature sufficient to verify that your products and/or services meet or exceed these specifications. Failure to include supporting data specifically requested may be cause for rejection of your bid.

- a) Warranty - Include warranty information with your bid. Warranties may be a consideration of bid award. Only standard pre-published warranties will be considered.
- b) Technical Literature - Include pre-published drawing, brochures, or engineering data sufficient to insure that your product meets or exceeds minimums specified.

3.02 INSURANCE: All bidders proposing to provide services to the City of Longview are required to have and maintain Workman's Compensation Insurance. The successful bidder shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, including without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees of the successful bidder providing services to the city for the duration of the contract. A certificate of coverage must be provided prior to the awarding of the contract. If the certificate of coverage expires during the contract duration, the successful bidder must file a new certificate of coverage with the City of Longview showing coverage has been extended. Subcontractors, if used, must also provide proof of coverage to the City of Longview listing all persons providing services under this contract. The successful bidder shall retain all required certificates of coverage for the duration of the contract and for one year thereafter. The successful bidder shall notify the city in writing within ten (10) days of any change that materially affects the provision of coverage of any person providing services under the contract and required to be covered. The successful bidder shall post on each site notice, in the text, form and manner prescribed by the Texas Workman's Compensation Commission. The successful bidder shall contractually require each person with whom it contracts to provide service under the contract to:

1. Provide coverage for the duration of the contract term, based on proper reporting of classification codes and payroll which meets the statutory requirement of the Texas Labor Code, including and without limitation the definition of "Workers' compensation insurance coverage" set forth in Section 401.011(44) for all employees providing services under the contract.
2. Provide to the City of Longview prior to that person beginning work under the contract, a certificate of coverage showing that coverage is being provided for the duration of the contract for all employees of the person providing services under the contract.
3. Provide prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period ends during the duration of the contract.
4. Obtain from each other person with whom it contracts, certificate and extensions necessary to provide for coverage to all persons providing services under the contract.
5. Retain all certificates on file for the duration of the contract and for one year thereafter.
6. Notify the City in writing by certified mail of any changes affecting provisions for coverage of any person providing services under the contract.
7. Contractually require each person with whom it contracts to perform as required in subparagraphs 1 - 7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract and providing a certificate of coverage, the successful bidder is representing to the City that all employees of the successful bidder who will provide services will be covered by workman's compensation for the duration of the contract. Failure to comply with any of these provisions is breach of contract by the successful bidder which entitles the governmental entity to declare the contract void if the successful bidder does not remedy breach within ten (10) days after receipt of notice of breach from the City.

Additional insurance is required. The successful bidder shall obtain and maintain for the full term of the contract the following insurance minimums written by a company licensed to conduct business in the state of Texas.

Employer's Liability -	Bodily Injury by Accident - \$250,000 each accident
	Bodily Injury by Disease - \$500,000 policy limit
	Bodily Injury by Disease - \$250,000 each employee

Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Broad 'Form Property Damage, Contractual Liability and Personal Injury.)

\$500,000 each occurrence
\$1,000,000 annual aggregate

Products and Completed Operations

\$500,000 each occurrence
\$1,000,000 annual aggregate

Comprehensive Automobile Liability:

Bodily Injury and Property Damage
Combined Single Limit: \$1,000,000 "CSL" each occurrence

The successful bidder shall include the City of Longview and its officers, agents, employees and elected officers as additional insured on all required Comprehensive General Liability and Comprehensive Automobile liability Insurance policies. Each insurance policy to be furnished by successful bidder shall include, by endorsement to the policy, a statement that a notice shall be given to the City of Longview by certified mail thirty (30) days prior to cancellation or upon any material change in coverage.

Note: The State of Texas has a "Financial Responsibility Law". The Contractor shall be certain that coverage is provided which conforms to any specific stipulation in the law.

SECTION IV - BID RESPONSE

I agree to meet the minimum requirements as set forth in these specifications and any documents attached for the total prices listed on the document below. I agree to perform these services as directed for the units and/or lump sum prices stated below. The numbers of items shown are estimates only and in no way are binding upon the City of Longview. At any time during the term of the City's contract with the bidder, and subject to the applicable provisions of state law (including without limitation Section 252.048 of the Texas Local Government Code), the City may, in its discretion, increase or decrease the quantity of work to be performed under the contract. It is the City of Longview's intent to contract with one vendor for all services in this contract. The City will award the bid to the bidder that demonstrated the best value to the City as stated in section 2.44.

Section 1 - Price of Uniform Rental Service

Item#	Uniform Type	MFG. Part Number	Estimated Number of Items	Daily Price	Days Per Week	Weekly Price	Annual Multiplier	Annual Price
1	Men's Short Sleeve Shirts		587	\$	4	\$	X 52 Weeks =	\$
2	Men's Long Sleeve Shirts		587	\$	4	\$	X 52 Weeks =	\$
3	Men's Work Style Pants		1016	\$	4	\$	X 52 Weeks =	\$
4	Men's Jeans		121	\$	5	\$	X 52 Weeks =	\$
5	Men's Jacket		242	\$	4	\$	X 52 Weeks =	\$
6	Men's polo shirts short sleeve		587	\$	4	\$	X 52 Weeks =	\$
7	Men's polo shirts long sleeve		587	\$	4	\$	X 52 Weeks =	\$
8	Women's polo shirts short sleeve		48	\$	4	\$	X 52 Weeks =	\$
9	Women's polo shirts long sleeve		48	\$	4	\$	X 52 Weeks =	\$

Total \$ _____

Section 2 - Price of Uniform Leasing Option

Item #.	Uniform Type	MFG. Part Number	Estimated Number of items	Daily Price	Days Per Week	Weekly Price	Annual Multiplier	Annual Price
1	Men's Short Sleeve Shirts		270	\$	4	\$	X 52 Weeks =	\$
2	Men's Long Sleeve Shirts		270	\$	4	\$	X 52 Weeks =	\$
3	Men's Work Style Pants		670	\$	4	\$	X 52 Weeks =	\$
4	Men's Jeans		50	\$	5	\$	X 52 Weeks =	\$
5	Men's Jacket		110	\$	4	\$	X 52 Weeks =	\$
6	Men's polo shirts short sleeve		587	\$		\$	X 52 Weeks =	\$
7	Men's polo shirts long sleeve		587	\$		\$	X 52 Weeks =	\$
8	Women's polo shirts short sleeve		48	\$		\$	X 52 Weeks =	\$
9	Women's polo shirts long sleeve		48	\$		\$	X 52 Weeks =	\$

Total \$ _____

Section 3 - Price of Mat Rental Service

Items No.	Type	MFG. Part Number	Estimated Number of Mats	Bi-Weekly Price	Annual Multiplier	Annual Price
1	2' x 3' Scraper Mats		2	\$	X 26 Weeks =	\$
2	3' x 5' Scraper Mats		4	\$	X 26 Weeks =	\$
3	34" x 48" Indoor / Outdoor Mats		12	\$	X 26 Weeks =	\$
4	44" x 68" Indoor / Outdoor Mats		5	\$	X 26 Weeks =	\$
5	3' x 10' Indoor /Outdoor Mats		7	\$	X 26 Weeks =	\$
6	43" x 68" Indoor / Outdoor Logo Mats (Laundry Service only)		4	\$	X 26 Weeks =	\$

Total \$ _____

TOTAL OF SECTIONS 1-3 = TOTAL BID: \$ _____

Prorated Price of Damaged/Lost Uniforms

Description	Price of New Uniforms	Price of Uniforms @ 12 Months	Price of Uniforms @ 24 Months	Price of Uniforms @ 36 Months
Men's Short Sleeve Shirts	\$	\$	\$	\$
Men's Long Sleeve Shirts	\$	\$	\$	\$
Men's Work Style Pants	\$	\$	\$	\$
Men's Work Jeans	\$	\$	\$	\$
Men's Work Jackets	\$	\$	\$	\$
Men's polo shirts short sleeve	\$	\$	\$	\$
Men's polo shirts long sleeve	\$	\$	\$	\$
Women's polo shirts short sleeve	\$	\$	\$	\$
Women's polo shirts long sleeve	\$	\$	\$	\$

Prorated Price of Uniform Lockers & Soiled Uniform Bins

Description	Price of New Locker and Bin	Price of Locker & Bin @ 12 Months	Price of Locker & Bin @ 24 Months	Price of Locker & Bin @ 36 Months
Uniform Locker	\$	\$	\$	\$
Soiled Uniform Bin	\$	\$	\$	\$

Percentage of up Charges for oversized Uniforms

Description	% of up Charge	Sizes
Men's Short Sleeve Shirts		
Men's Long Sleeve Shirts		
Men's Work Style Pants		
Men's Work Jeans		
Men's Work Jackets		
Men's polo shirts short sleeve		
Men's polo shirts long sleeve		
Women's polo shirts short sleeve		
Women's polo shirts long sleeve		

Submittals: To be declared responsive and receive consideration for award the following items must be submitted with the bid;

_____ **all pages of this document with signatures where applicable**

_____ **Insurance certificates or letter of insurability**

_____ **Sample of check in/out system forms**

_____ **Sample New Order Forms**

_____ **Sample Problem Order Forms**

_____ **Sample of weekly/monthly billing charges**

_____ **References**

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____

SECTION V - SCOPE OF WORK

5.00 GENERAL: The City of Longview, Texas is requesting sealed bids for the weekly rental and cleaning service of work uniforms and biweekly rental and cleaning service of mats. The City of Longview, Texas is also requesting sealed bids for an option to lease work uniforms weekly, from successful bidder. Quantities on uniforms and mats are estimates only and may vary depending on staffing and items chosen for the City of Longview's employees.

Definitions:

Rental Option– Awarded bidder provides laundry service

Lease Option– No Laundry service required from awarded vendor

5.01 DELIVERY AND PICK UP LOCATION: Public Works Service Center, 933 Mobile Drive Longview, Texas 75604. Other locations may be added for additional City departments to utilize this bid. Deliveries and soiled uniforms pick up will be made on Friday of each week. No deliveries or soiled uniforms pick up will be accepted on holidays. When a holiday falls on a Friday delivery date the successful bidder will arrange for deliveries and for the pickup of soiled uniforms on the first day after the holiday or the day proceeding the holiday. The successful bidder will also post changes in delivery and soiled uniforms pick up date's schedule, in the designated areas. A list of city holidays will be provided to successful bidder. If a different delivery date is needed it will be noted on the bid form. If the successful bidder fails to deliver all of the required uniforms on the scheduled delivery date, the successful bidder will deliver the shortage of uniforms on the next business day. If the successful bidder does not delivery shorted items on the next business day then a full week's rental credit will be granted for the shorted items. The successful bidder must satisfactorily resolve any complaint on the next scheduled delivery date. If the complaint is not resolved on the next scheduled delivery date, payment can be withheld, until the account representative or general manager of the uniform company meets with the using division's representative. At that time, proper credit will be discussed using the following guidelines. If the employee does not have a uniform for any one day in the week, due to the successful bidder not delivering uniforms, then a week's credit will be issued for the garments not delivered because of shortages. Partial orders of rented or leased uniforms and mats will be accepted, only delivered uniforms and mats will be paid for by the City of Longview.

5.02 DESIGNATED AREAS: There are currently four designated areas: Fleet Services, Sanitation, Streets & Drainage, Water Distribution / Waste Water Collection

5.03 EMPLOYEES IN DIVISIONS: The number of employees in the divisions may vary due to staffing. The employees in each division are estimates only; see below for the number of employees in each division and the amount and style of uniforms required.

Fleet Services: Has nine employees that work 5 days a week and require eleven sets of pants, shirts and two jackets in Inventory. The employees in the Fleet Services division will wear the approved shirts, pants and the approved jacket.

Sanitation: Has twenty one employees that work 4 days a week and require nine sets of pants, shirts and two jackets in Inventory. The employees in the Sanitation division may choose to lease their uniforms and we require six sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The employees in the Sanitation division will wear the approved shirts, pants and the approved jacket.

Traffic: Has five employees that work 4 days a week and require nine sets of pants, shirts and two jackets in Inventory. The employees in the Traffic division may choose to lease their uniforms and we require six sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The employees in the Traffic division will wear the approved shirts, pants and the approved jacket.

Streets & Drainage: Has thirty five employees that work 4 days a week and require nine sets of pants, shirts and two jackets in Inventory. The employees in the Streets & Drainage division may choose to lease their uniforms and we require six sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The employees in the Streets & Drainage division will wear the approved shirts, pants and the approved jacket.

WD/WC: Has forty employees that work 4 days a week and require nine sets of pants, shirts and two jackets in Inventory. The employees in the WD/WC division may choose to lease their uniforms and we require six sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The WD/WC division also has two employees that work five days a week and require eleven sets of pants, shirts and two jackets. The employees that work 5 days a week in the WD/WC may choose to lease their uniforms and we require nine sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The employees in the WD/WC division will wear the approved shirts, pants and the approved jacket.

BEAUTIFICATION: Has seven employees that work 4 days a week and require nine sets of pants, shirts and two jackets in Inventory. The employees in the Beatification division may choose to lease their uniforms and we require six sets of pants, shirts and one jacket in Inventory. If the employee chooses to lease uniforms the laundry service will not be required. The employees in the Beatification division will wear the approved shirts, pants and the approved jacket.

COMPOST: Has two employees that work 5 days a week and require eleven sets of pants, shirts and two jackets in Inventory. The employees in the compost division will wear the approved shirts, pants and the approved jacket.

5.04 UNIFORM DESCRIPTIONS/PRE-APPROVED BRANDS: All uniforms supplied for the life of this contract are to be manufactured by a pre-approved manufacturer. Bidders must submit samples of uniforms bid, unless the item is already on approved brands list. Manufacturer's Item numbers are used to be descriptive not restrictive. Uniforms bid will be pre-approved or equal; the City of Longview will be the sole deciding authority on uniforms being equal. Samples of uniforms will be returned to unsuccessful bidders and successful bidder samples will be retained by the City of Longview to insure compliance with bid. The unsuccessful bidders sample must be picked up within 10 days after the bid award or the samples will become property of the City of Longview. Any vendor requesting item approval must make arrangements and submit a sample to Tim Waddell, 933 Mobile Drive, 903-237-1302 no later than October 2, 2020 by 5:00 P.M. Any addition to the approved list shall be made in the form of an addendum posted on city of Longview website. A complete sample includes uniform shirts, pants and jacket. Current approved brands are listed below:

Shirts short sleeve:

Fabric, Body: 4.25 oz. Ripstop, Mimix: panels: 3.8oz. Performance mesh,

Blend, Body: 65% Polyester, 35% Cotton, Mimix panels: 100% polyester

Color: Navy

Approved brands: RedKap SX20NV2, Cintas 22935-20, Aramark GS2472 or equal

Shirts long sleeve:

Fabric, Body: 4.25 oz. Ripstop, Mimix: panels: 3.8oz. Performance mesh,

Blend, Body: 65% Polyester, 35% Cotton, Mimix panels: 100% polyester

Color: Navy

Approved brands: RedKap SX10NV2, Cintas 22935-20, Aramark GS2471 or equal

Work Style pants:

Fabric: 7.5 oz. Twill 65%

Blend: 65% Polyester / 35% Cotton, Durable press

Color: Navy

Approved brands: RedKap PT20NV, Aramark GP0002, Cintas 000945 or equal

Jean Pants:

Fabric: 13.75oz. Heavyweight Denim

Blend: 100% cotton,

Finish: Prewash,

Closure: Metal button

Pocket: Tradition five pocket jean styling,

Approved brands: RedKap PD54PW, Dickies 9393RNB, Aramark GP0294, Cintas 000394 or equal

Jackets:

Fabric: 7.25 oz. Twill

Blend: Shell 65% Polyester / 35% Cotton, Lining 100% Polyester, Insulation 100% Polyester, Collar 100% Polyester 1 x 1 rib knit,

Finish: Wrinkle resistant

Closure: Solid brass zipper

Pocket: Welted slash pockets and utility pocket on left sleeve

Color: Navy

Approved brands: ReKap JT38NV, Aramark GO0575 Navy, Cintas 000970 or equal

Shirts Men's Polo, Short Sleeve:

Fabric: 4.5 oz. Micro-Mesh

Blend: 100% Polyester

Color: Navy / Charcoal

Approved brands: RedKap SK54, Aramark GS2373 Navy / Grey,

Shirts Men's Polo, Long Sleeve:

Fabric: 4.5 oz. Micro-Mesh

Blend: 100% Polyester

Color: Navy

Approved brands: RedKap SK6L, Aramark GS2374 Navy / Grey,

Shirts Women's Polo, Short Sleeve:

Fabric: 4.5 oz. Micro-Mesh

Blend: 100% Polyester

Color: Navy / Charcoal

Approved brands: RedKap SK53, Aramark GS2375 Navy / Grey,

Shirts Women's Polo, Long Sleeve:

Fabric: 4.5 oz. Micro-Mesh

Blend: 100% Polyester

Color: Navy

Approved brands: RedKap SK7L,

5.05 LOCKERS AND SOILED UNIFORM BINS: Will be provided at no additional cost to the City of Longview, Texas. The successful bidder will supply standard garment lockers in good working order and appearance. The lockers will be chronologically numbered with Individual locks and keys for each employee and location serviced under this contract. If additional locks are needed the successful bidder will provide the additional locks for the lockers at no charge. Employee uniform lockers are to be set up in the four designated areas, see “**5.02 DESIGNATED AREAS**”. Soil uniform bin will also be provided in the four designated areas, at no additional cost to the City of Longview.

5.06 UNIFORM SIZING: The successful bidder shall arrange to measure all employees within two weeks after the bid award. All sizing will be conducted at 933 Mobile Drive Longview Texas 75604 and be scheduled with the division managers or representative. The successful vendor shall have on display the uniform styles bid and provide a skilled fitter to measure all employees for uniforms, at no additional cost to the City of Longview. The successful bidder will ensure first class appearance of uniforms on employees, any shrinking factor should be considered when sizing. After the initial sizing of employees the successful bidder will provide a size run of uniforms and a locker for the size run of uniforms, at no additional cost to the City of Longview. The size run will be used to size new employees during the year. In the event of employee’s size changes due to increase or decrease in weight or height, the successful bidder will make the necessary size adjustments and/or provide new uniforms at no additional cost to the City of Longview. The successful bidder will make size changes within 10 working days after notification. City of Longview employees will not be allowed to make seasonal size changes due to long sleeve / short sleeve shirt style type request. Alterations shall be made at the expense of the successful bidder.

5.07 PRICING: Bidders are required to provide bid prices for the weekly rental, cleaning and delivery of uniforms and biweekly cleaning and delivery of mats. There shall be no set up charges allowed; set up charges will be included in the weekly rental cost. Bidders will provide on bid form sizes and percentage of up charges for oversized rental and leased uniforms. Bid prices will be Inclusive of all charges, surcharges, shipping / handling charges and fees. Bid prices will be FOB 933 Mobile Drive Longview, Texas 75604.

5.08 LEASING OF UNIFORMS: Bidders are requested to provide pricing for leasing uniforms on a weekly rental rate with an Insurance fee Included. Bidders will provide pricing based on a five day work week and a four day work week. Employees working a five day work week will need an Inventory of six pants, six shirts and one jacket. Employees working a four day work week will need an Inventory of five pants, five shirts and one jacket. The Insurance fee will be for replacement of uniforms not cleaned properly or damaged by employees. The Insurance fee will allow the City of Longview to replace leased uniforms at the divisions request with new uniforms. There shall be no set up charges allowed; set up charges will be included in the weekly leasing cost. Bidders will provide on bid form sizes and percentage of up charges for oversized rental and leased uniforms. Bid prices will be Inclusive of all charges, surcharges and fees.

5.09 CONDITION OF UNIFORMS: All uniforms must be new and unused at the start of this contract. Like new uniforms will not be acceptable. The successful bidder must maintain the uniforms in an acceptable condition throughout the term of this contract. Reasonable wear of garments is expected and is to be Included in the bidders weekly rental or leasing charges. Acceptable condition of the uniforms rest solely with the representative of the using divisions and will be unconditional accepted by the successful bidder. The appearance of the uniforms reflects on the City of Longview and your uniform company. Uniforms will be clean, well mended and professionally altered as necessary. The uniforms will fit, look good, be comfortable and be

maintained at a high level of cleanliness and service. Uniforms furnished under this contract will be maintained in good repair and first class condition and will be altered or replaced as required to maintain such an appearance. Uniforms not in such condition at time of delivery will not be accepted and will be removed from Invoice until replaced or altered to acceptable conditions.

5.10 CLEANING /LAUNDERING: All Uniforms and mats will be laundered using detergents or cleaners which leave the garments / mats odor free. Uniforms or mats which retain an offensive smells, stain or residual odor after laundering will not be acceptable. Uniforms / mats returned with stains and odors will be credited on the next Invoice. All uniforms will be delivered clean, wrinkle free, odor free and delivered one article per hanger. Successful bidder can expect the following type of laundering issues with the City of Longview uniforms: generally soiled to heavily soiled, tar, grease, grass stains, tears, rips, buttons off, burns and glue.

5.11 REPAIRS: Repair tags will be provided at the start of the contract and as needed throughout the term of the contract. Minor repairs such as but not limited to button replacement and zipper replacement will be provided by the successful bidder at no additional cost. Any uniform tagged for repairs will be returned in a repaired condition or will be replaced within one week at no cost to the City of Longview. Repairing Uniforms with patches will not be acceptable. Uniforms delivered with rips, holes and missing buttons will be sent back and no rental charge will be paid for that item until it is returned in an acceptable condition. It is the responsibility of the successful bidder to respond to complaints within five working days with a reasonable and acceptable solution. The successful bidder will be required to rectify any problem that they are made aware of within ten business days of said notice.

5.12 REPLACEMENT OF UNIFORMS: The City of Longview will absorb the cost of any uniform or mat lost, damaged through negligence by an employee or by the City of Longview. Any uniform paid for under this provision will become the property of the City of Longview. Bidders will provide prorated pricing for lost and damaged uniforms and mats on the bid sheet. Bidders will prorate the cost of uniform and mat replacement by attributing a value to the garments and mats over a 36 month period of the contract. If a uniform or mat is replaced because of damage by the employees or at the request of the City of Longview, or for any reason other than normal wear and tear, the City of Longview will pay the prorated fee. The division's representative will determine if the garment is considered ready for replacement. The successful bidder will be required to rectify any problem that they are made aware of within ten business days of said notice. Replacement uniforms must meet an acceptable appearance standard, like new uniforms will be acceptable, like new uniforms must be approved by the division's representative. The City of Longview will receive credit for lost uniforms if paid for and subsequently located and turn in to successful bidder. Vendors are to include the cost of a new uniform and prorated cost for this purpose. The City of Longview will not be liable for payment of any uniforms, mats, lockers or soiled uniform bins lost by the successful bidder. Uniforms, mats, lockers and soiled uniform bins lost by the successful bidder will be replaced at no charge to the City of Longview.

5.13 INCREASE OR DECREASE IN QUANTITIES: Quantities listed on the bid form are estimates only. The City of Longview may increase or decrease the number of uniforms / mats as it deems necessary. New uniforms, like new uniforms will be delivered within ten working days after notification. Like new uniforms will only be accepted after the initial delivery of new uniforms.

5.14 UNIFORM LIFE: The average life of uniforms and mats is approximately three years. All uniforms and mats are to be replaced with new uniforms and mats every three years regardless of their condition.

5.15 WEEKLY UNIFORMS RENTAL CHARGES: Upon notification to successful bidder, employees weekly rental charges can and will be placed on hold for three consecutive weeks due to illness or vacation. On the fourth week the employee's weekly rental charge is off hold and the City of Longview will pay one week's uniform rental charge. If needed the employee's weekly rental charge will be placed on hold again for three consecutive weeks due to illness or vacation. This process will continue until the employee returns to work or

the City of Longview quits the employee's uniform rental service.

5.16 PATCHES: Two patches will be affixed to work shirts and jackets the successful bidder will provide patches and include the cost in the weekly rental cost or the weekly leasing cost of uniforms. One 2.5" x 3.5" embroidered American flag patch will be affixed on the left shoulder of all work shirts and jackets. One 2.5" x 4.375" City of Longview logo embroidered patch with Public Works embroidered below the logo on the patch will be affixed above the left pocket of all works shirts and jackets. Polo shirts will have the City of Longview's logo with Public Works embroidered below the logo on the left side of all polo shirts. Art work and specification on logo patch and embroidery will be provided to successful bidder. Successful bidder will have the patches and embroidery approved by City of Longview representative before ordering. There will not be a charge for new patches or embroidery on replacement uniforms, price will be Included with weekly rental or lease charges.

5.17 INVENTORY: The successful bidder is required to establish a check-in / check-out Inventory system (Bar code system) on rental uniforms and mats. Bidder will submit a sample copy of the check-in / check-out report to be used with their bid. The report will reflect at a minimum, the quantity of each items turned in by each employee and the number of items delivered for each employee by successful bidder each week. A copy of the check-in / check-out report shall be provided to the City of Longview division's representative upon weekly deliveries.

5.18 ACCOUNT REPRESENTATIVE: The successful bidder shall assign a specific account representative to the City of Longview to handle any problems regarding billing, deliveries, discrepancies, uniform being cleaned properly etc. The account representative shall not be the same person as the route person or route supervisor, Bidders shall indicate the contact information for the City of Longview's account representative on the bid form.

5.19 MAT SPECIFICATION: Mat's shall be various sizes 2' x 3', 3' x 5' scraper, 3' x 4', 4' x 6' and 3' x 10' mats. Mats shall be 100% nylon or polypropylene, commercial grade indoor / outdoor slip and stain-resistant. Rubber gripper backing and black carbon base, colors will be blue for mats and black for scraper mats. The City of Longview owns the Logo mats at 933 Mobile Drive. All mats will be laundered and serviced every two weeks. The City of Longview logo mats will only be charged a laundered service charge. All other mats will be charged a rental and a laundered service charge. Bidders shall provide Literature on the type of mats being bid with sample swatches of the mats.

5.20 DOCUMENTATION: Bidder must submit the following documents and /or items with their bids. All pages of the bid, , certification of Insurance, Reference, Check-in / Check-out report, new order forms, problem order forms and a sample of the weekly / monthly billing charges.

5.21 EXCEPTIONS: The bidder must state clearly, concisely and fully note and exceptions taken to the specifications of the bid. All exceptions must be directed in writing to the purchasing department, before the bid opening.

5.22 ADD- ON ITEMS: The City of Longview reserves the right to add-on items, additional quantities, additional locations or other types of items that the successful bidder can supply that are similar to, but not specifically called for, in this bid. The procedure for such additions shall be as follows. The divisions will notify the successful bidder and the City of Longview's Purchasing Department of the items the divisions want to add onto the contract. The successful bidder should respond within five days in writing and Include the bid number, contract period and the price for each item to be provided as an add on item. The City of Longview Purchasing

Department will decide if the add on items require the City of Longview Councils approval or can be added without the City of Longview Councils approval. Once add on requests have been approved, a change order adding the Items to the divisions purchase order will be issued. The City of Longview reserves the right to accept or reject prices and obtain bids on the open market for these add-on items.

5.23 UNIFORMS, MATS, LOCKERS AND BINS RETURNED: At the end of this contract all rental and leased uniforms, mats, lockers and soil bins will be return to the successful bidder, within 60 days. The successful bidder will pick up lockers, soil bins, mats and uniforms at no addition cost to the City of Longview. There will be no charges accessed for lockers, soil bins, mats and uniforms returned in good condition. Any shortages will be reimbursed by the City of Longview at the prices as listed on the bid form, using a 1/36 prorated formula.

5.24 SUBLETTING OF CONTRACT: It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet, or otherwise dispose of their contract or their rights, title or Interest therein, or their power to execute such contract, to any other person, firm or corporation, without the previous written consent of the City of Longview, but in no case shall such consent relieve the successful bidder from their obligations, or change the terms of the contract.

5.25 DEFAULT / TERMINATION: The contract may be canceled or annulled by the City of Longview in whole or in part by written notice of default to the successful bidder upon non-performance or violation of contract terms. The City of Longview will send a written notice detailing the non-performances or violations of the contract terms issues to the successful bidder's office servicing the City of Longview's account. The successful bidder will have 30 days to rectify all issues or the contract will be canceled or annulled. When and if the issues are corrected within the 30 day period a written notice will be sent to the successful bidder's office servicing the City of Longview's account stating that the issues have been corrected. If the City of Longview terminates the contract, the City of Longview will return all rentals / leased uniforms, mats, lockers and soil bins with-in 60 days. It will be the successful bidder's responsibility to pick up all uniforms, mats, lockers and soiled bins at 933 Mobile Drive, Longview Texas 75604 at no additional cost. If the contract is terminated by the City of Longview, the City of Longview will pay weekly rental / leased charges until uniforms, mats, lockers and soiled bins are return, with-in the 60 day termination period. Weekly rental charges may not Increase during the 60 day termination period. There will be no charges accessed for lockers, soil bins, mats and uniforms returned in good condition. Any shortages or damaged uniforms and mats will be reimbursed by the City of Longview at the prices as listed on the bid form, using a 1/36 prorated formula. The successful bidder shall not be reimbursed for any anticipatory profits which have not been earned to the date of termination. Any notice provided by this bid (or required by Law at the address so provided) to be given to the successful bidder by the City of Longview shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Longview, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this, shall not prevent the giving of actual notice in any other manner.

5.26 GARMENT RESTRICTIONS: Bidders are advised that the employees of the various divisions are restricted in the type/color and quantity of garments they are authorized to rent / lease. Individual's employees shall not be allowed to order items bid upon by the successful bidder. Specifications shall be the guide for each division. The City of Longview division representatives are the only authorized City personnel to place orders with the awarded vendor.

5.27 NON-LIABILITY: The successful bidder shall not be liable for damages in delays on shipment or failure to deliver when such delays or failures are the result of fire, flood, strike, act of God, an act of government or by any other circumstances which, in the City of Longview's opinion, is beyond the control of the successful bidder. Under the circumstances, however the City of Longview may in their discretion, cancel the contract.

5.28 INVOICING DELIVERY TICKETS: Each division within the City of Longview has its own unique accounting number and is to be billed separately; there must be an explanation for each transaction and/or charge on the delivery ticket / Invoice/ statement. A description of "Adjustment" is not acceptable. A detailed explanation must be given for every charge listed. Currently each division receives a delivery ticket for signature each week. Each section is clearly identified; employee names and the number and type of garments assigned to that employee are listed with price, extended pricing per item. At the end of the month divisions will receive a computerized Invoice reflecting all accounting entries, charges and adjustments for comparison to the weekly delivery tickets. The Invoice is also separated by individual employee names in the same manner as on the delivery ticket. Successful bidder should be able to provide similar billing. Prior to start-up of contract successful bidder will be required to meet with each division to establish invoicing requirements. Successful bidder may be required to provide additional monthly reports to divisions, outlining a breakdown of charges and tallying the totals on a per-item /per-week/per-division/ per-invoice basis. If bidders are not able to provide these types of reports please state so on the bid exception page.

5.29 AUTHORIZATION TO SHIP: Receipt of blanket purchase order does not constitute authorization to ship. Under no circumstances shall shipments be made until the using divisions authorize shipment of specified items and quantities. Delivery authorization will be phoned in or signed by a designated representative of the City of Longview; Names will be supplied when bid is awarded.

5.29 END OF THE CONTRACT / DEPRECIATION: All bidders are advised that upon completion of this contract or any subsequent extension of this contract the City of Longview will make good faith efforts to return all uniforms, mats lockers and soiled uniform bins supplied by the successful bidders. All uniforms will be returned in an as is condition for full credit. Garment replacement charges shall not apply. It shall be the successful bidder's responsibility to accurately count and pick up any and all rented or leased uniforms, mats, lockers and soiled uniform bins. The City of Longview's representative will verify counts. Final pick up must be coordinated with the using division's representative, within 10 business days from the last scheduled pick up date, successful bidder shall provide to the division's representative a list of employees, if any, identified as not having turned in uniforms and a list, if any, of mats, lockers and soiled uniform bins not returned by the City of Longview. The divisions will be allowed a minimum of 30 days from the date on which the list of missing items was provided to the division's representative, to either return uniforms, mats, lockers and soil uniform bins to the successful bidder for full credit or allow the successful bidder to bill for the missing items not returned. The cost of uniforms and mats not returned to the successful bidder will be calculated using a 1/36 pro-rated formula. The successful bidder will provide a prorated cost of uniforms, mats, lockers and soil uniform bins with their bids. The City of Longview will not be liable for payment of any uniforms, mats, lockers or soiled uniform bins lost by the successful bidder.

I have read and agree to the terms and conditions of this bid request.

NAME _____ TITLE _____

SIGNED _____

COMPANY _____

ADDRESS _____

PHONE _____ FAX _____

EMAIL _____

THE ASSIGNED HEREBY CERTIFIES THAT HE/SHE HAS READ, UNDERSTANDS AND AGREES TO FULLY COMPLY WITH REQUIREMENTS OF THIS BID INVITATION.

EXCEPTIONS, IF ANY _____

Addenda Acknowledgement:

Bidder acknowledges receipt of all addenda that have been issued.

List Addenda numbers: _____

Signature: _____

ATTACHMENT I

REFERENCES

List the clients for which you already provide services similar in scope to the services specified in this document.

Each bidder shall provide a minimum of three (3) verifiable references in which the bidder has sold and maintained this or similar product/service.

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

Name _____

Address _____

Phone _____ Contact _____

Services provided _____

Dates of Service: _____

**ATTACHMENT II
BID AFFIDAVIT**

All pages in the bid containing statements, letters, etc., shall be signed by a duly authorized officer of the company, whose signature is binding on the bid.

The undersigned offers and agrees to furnish all of the items/services upon which prices are stated in the accompanying bid. Further the undersigned certifies to having read and understands the terms of this invitation. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening.

STATE OF _____ COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____
On this day personally appeared, _____ who after being by me duly sworn, did depose and say:

"I, _____, am a duly authorized officer of/agent for _____
and have been duly authorized to execute the foregoing bid on behalf of the said company, agency or proprietorship.

I hereby certify that the foregoing bid has not been prepared in collusion with any other offeror or other persons engaged in the same line of business prior to the official receipt of this bid. Further, I certify that the officer is not now, nor has ever been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/items offered, or to influence any person or persons to offer or not to offer thereon."

I further certify that my answers to the following are true and correct:

RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the State of Texas.
YES _____ NO _____

LOCAL RESIDENT CERTIFICATION: Our principal place of business or corporate office is in the City of Longview, State of Texas. YES _____ NO _____

NON-RESIDENT CERTIFICATION: Our principal place of business is _____ (give state).

Name and Address of offerer:

_____ Telephone Number _____

by: _____ Title: _____

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on this the _____ day of, 20 _____
(name of Notary)

Notary Public in and for the State of _____

ATTACHMENT III
City of Longview
House Bill 89 Verification

Pursuant to Section 2270.002 of the Texas Government Code, the City of Longview is prohibited from entering a contract for goods or services unless the contract contains a written verification from the vendor that the vendor does not boycott Israel and will not boycott Israel during the term of the contract. The statute defines the phrase "boycott Israel" to mean, "...refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes."

There are certain exceptions to this requirement. Please examine the section below entitled "Claim an Exemption." If you qualify for one or more of the exemptions listed, please fill out the section entitled "Claim an Exemption," sign it, date it, and have your signature notarized. Do not fill out the section entitled "Verification that the Company Does Not Boycott Israel."

If you do not qualify for one of the listed exemptions, do not fill out the section entitled "Claim an Exemption." Instead, fill out the section entitled "Verification that the Company Does Not Boycott Israel," sign it, date it, and have your signature notarized.

Claim an Exemption

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company is exempt from the requirements of Chapter 2270 of the Texas Government Code because (check all that apply):

- ___ The Company is a sole proprietorship; or
- ___ The Company has less than 10 full-time employees; or
- ___ The value of the contract between the Company and the City of Longview is less than \$100,000.

DATE _____ SIGNATURE OF COMPANY REPRESENTATIVE _____

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20__.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

Verification that the Company Does Not Boycott Israel

I, _____ (Person name), the undersigned representative of (Company or Business Name) _____ (hereinafter referred to as the "Company") being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the Company, under the provisions of Chapter 2270 of the Texas Government Code:

- a. Does not boycott Israel currently; and
- b. Will not boycott Israel during the term of the contract between the Company and the City of Longview, Texas.

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

STATE OF _____ §
COUNTY OF _____ §

On this day, BEFORE ME, the undersigned, personally appeared _____, the _____ of the Company, and personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual executed the instrument for purposes and consideration therein expressed.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

[SEAL]

NOTARY PUBLIC in and for the
State of _____

ATTACHMENT IV

NOTICE TO ALL CITY VENDORS AND ALL POTENTIAL CITY VENDORS:

On May 23, 2005, the Texas Senate passed House Bill 914, adding Chapter 176 to the Local Government Code, and imposing new disclosure and reporting obligations on vendors and potential vendors to local governmental entities beginning on January 1, 2006. Failure to abide by these new statutory requirements can result in possible criminal penalties. The City of Longview is requiring you to complete the attached Conflict of Interest Questionnaire (CIQ) Form, prepared by the Texas Ethics Commission, at the direction of the legislature and strongly recommends you become familiar with House Bill 914.

The City of Longview will not provide any further interpretation or information regarding these new requirements; however, you may contact the Texas Ethics Commission at

www.ethics.state.tx.us <<http://www.ethics.state.tx.us/>> or at 1-512-463-5800.

Please remit the CIQ form with your bid.

Thank you.

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.