ORIGINAL

City of Peoria, Arizona
Notice of Request for Proposal

Request for Proposal No:	**P07-0064**	Proposal Due Date:	**February 28, 2007**
Materials and/or Services:	**Uniform Rental & Laundry Services**	Proposal Time:	5:00 P.M. MST
Location:	City of Peoria, Materials Management	Contact Person:	**Christine Finney**
Mailing Address:	8314 West Cinnabar Avenue, Peoria, AZ 85345	Phone:	(623) 773-7115

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. ***Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope.*** All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the ***entire*** Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

Arizona Transaction (Sales) Privileg Tax License Number: 07592930K

Federal Employer Identification Number: 41-0831770

AMERIPRIDE UNIFORMS
Company Name

6025 W. VAN BUREN
Address

Phx AZ. 85043
City State Zip Code

For clarification of this offer contact:
Name: Doug Williams

Telephone: 602-384-7616 Fax: 353-8987

D R Williams
Authorized Signature for Offer

DOUGLAS B. WILLIAMS
Printed Name

Corp. Accounts
Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Peoria Use Only)

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Attested by: Mary Jo Kief
Mary Jo Kief, City Clerk

CC:

Contract Number:

Official File:

City of Peoria, Arizona. Effective Date: May 1, 2007

Approved as to form:
William L. Emerson, Assistant City Attorney
Stephen M. Kemp, City Attorney

Contract Awarded Date 4-24-07

Herman F. Koebergen, Materials Manager

A CON 22707

COP 203RFP (9/98)HFK

P07-0064

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 07/10/2007

PRODUCER	763-302-7100
Willis of Minnesota, Inc. 4000 Olson Memorial Hwy. Suite 300 Minneapolis, MN 55422	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED AmeriPride Services Inc. d/b/a AmeriPride Linen & Apparel Services 6025 W. Van Buren Phoenix, AZ 850433509	INSURERS AFFORDING COVERAGE — NAIC# INSURER A: Continental Casualty Company — 20443-003 INSURER B: Transportation Insurance Company — 20494-001 INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL2083556333	10/1/2006	10/1/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 1,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BUA2083556350	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2083556266	10/1/2006	10/1/2007	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder, as required by contract, is listed as an Additional Insured as respects General Liability and Automobile Liability.

Additional Insureds: The City of Peoria, its agents, representatives, officers, directors, officials and employees.

CERTIFICATE HOLDER

City of Peoria
8314 West Cinnabar Avenue
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE 07/10/2007

PRODUCER 763-302-7100

Willis of Minnesota, Inc.
4000 Olson Memorial Hwy.
Suite 300
Minneapolis, MN 55422

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

AmeriPride Services Inc.
d/b/a AmeriPride Linen &
Apparel Services
6025 W. Van Buren
Phoenix, AZ 850433509

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Continental Casualty Company	20443-003
INSURER B: Transportation Insurance Company	20494-001
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	GL2083556333	10/1/2006	10/1/2007	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 750,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 1,000,000
A	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BUA2083556350	10/1/2006	10/1/2007	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC2083556266	10/1/2006	10/1/2007	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Certificate Holder, as required by contract, is listed as an Additional Insured as respects General Liability and Automobile Liability.

Additional Insureds: The City of Peoria, its agents, representatives, officers, directors, officials and employees.

CERTIFICATE HOLDER

City of Peoria
8314 West Cinnabar Avenue
Peoria, AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Named Insured: AmeriPride Services Inc
Insured City: Phoenix

REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **PREPARATION OF PROPOSAL:**

   a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
   b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
   c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
   d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
   e. Periods of time, stated as a number of days, shall be calendar days.
   f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the **City of Peoria Procurement Code**. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. **AWARD OF CONTRACT:**

    a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

    b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

       (1) Waive any immaterial defect or informality: or
       (2) Reject any or all proposals, or portions thereof, or
       (3) Reissue a *Request For Proposal*.

    c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the **City Council**. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*; unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).

STANDARD TERMS AND CONDITIONS

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:

   a) The submission of the offer did not involve collusion or other anti-competitive practices.

   b) The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.

   c) The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.

2) **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.

3) **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

   Contractor warrants, for the term of this agreement and for six months thereafter, that is has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

   This contract shall be governed by the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

   This contract is subject to the provisions of ARS §38-511; the City may cancel this contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

4) **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

5) **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6) **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.

7) **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.

8) **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.

9) **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.

10) **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.

11) **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all pervious agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contact. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.

12) **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.

13) **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors, which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

14) **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15) **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

    The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

16) **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.

17) **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

    Force majeure shall not include the following occurrences:

    a) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

    b) Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

    Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

18) **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19) **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.

20) **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.

21) **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.

22) **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:

a) Waive the non-conformance.
b) Stop the work immediately.
c) Bring material into compliance.

This shall be accomplished by a written determination for the City.

23) **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

24) **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.

25) **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

26) **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.

27) **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

28) **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

29) **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

30) **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31) **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

32) **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

33) **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.

34) **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).

35) **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.

36) **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.

SPECIAL TERMS AND CONDITIONS

Solicitation Number: **P07-0064**

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Peoria, Materials Management Division intends to establish a contract for Uniform Rental and Laundry Services.

2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City Materials Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Peoria. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

   Any orders placed to the Contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Firm, Fixed Price, Term Indefinite Quantity

6. **Term of Contract:** The term of any resultant contract shall commence upon award, and shall remain in effect for one year. Work shall not commence until authorization to proceed is received from the City.

7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

8. **Pre-Proposal Conference:** A conference will be held at the City Hall Municipal Office Complex:

   ADDRESS: **8401 W. Monroe St.**
   Peoria, Arizona 85345
   Ironwood Conference Room

   DATE: **February 13, 2007**

   TIME: **10:30 A.M. Arizona Time**

   The purpose of this conference will be to clarify the contents of this Request For Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request For Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request For Proposal. Oral statements or instructions shall not constitute an amendment to this Request For Proposal.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

9. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.

10. **Proposal Format:** Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. The proposals should be submitted in the maximum length of 30 pages. DO NOT BIND THE ORIGINAL COPY.

11. **Proposal Content:** The following items shall be addressed in the proposal submission:

    A. Project Scope:

        a. Understanding of the Scope of Work
        b. Plan and Method of Approach to accomplish the Scope of Work
        c. Anticipated City Involvement

    B. Experience:

        a. Firm's Experience
        b. Staff's Experience
        c. Staff Assignments
        d. Overall firm and staff projected workload
        e. Location of office performing the services

    C. References from Similar Projects:
        a. Four (4) Owner references completed or ongoing within the last five (5) years

    D. Additional Data Support (optional):
        a. Service Enhancements
        b. Professional Affiliations
        c. Detailed Resumes

    E. Exceptions
        a. Any exceptions to any part of the RFP must be clearly noted and identified

12. **Submittal Requirements:** **Submittal Requirements and Evaluation Criteria are described on Pages 23 & 24.**

13. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

14. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session. The Consultant's Project/Team Manager shall lead the presentation team and answer questions on behalf of the Consultant. If work involves a major sub-consultant, the firms Project/Team Manager's presence may also be requested (by the City) at the interview.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

15. **Confidential Information:**

    A. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.

    B. The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.

    C. The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.

    D. If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.

16. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system, which is acceptable to the City.

17. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.

18. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.

19. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.

20. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.

21. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

    No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

22. **Compensation:** Compensation for services shall be based upon fees negotiated, including all approved costs and expenses incurred in connection with the project; including but not limited to, telephone and other communications, reproduction of documents, special consultants (as approved by the City) and computer costs.

23. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

24. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

25. **Price Adjustment:** The City of Peoria, Materials Management Division will review fully documented requests for price increases after the contract has been in effect for 365 days. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. The City of Peoria, Materials Management Division will determine whether the requested price increase, or an alternative option, is in the best interest of the City. The contractor shall likewise offer any published price reduction to the City concurrent with its announcement to other customers. Advanced 30 day written notification by the contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City of Peoria, Materials Management Division.

26. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.

27. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible or concealed damage shall be filed by the contractor. The City will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

28. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to delivery the material and/or service.

    Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

29. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

30. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

    All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

    The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

    Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the City.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

31. **Required Insurance Coverage:**

A. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than $1,000,000 for each occurrence with a $2,000,000 Products/Completed Operations Aggregate and a $2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011093 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subletting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than $1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

B. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

C. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

D. Professional Liability

The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than $1,000,000 each claim.

32. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, or formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A $25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

33. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

34. **Independent Contractor:**

A. General

1. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.

2. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

B. Liability

1. The City of Peoria shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.

2. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

C. Other Benefits

The Contractor is an independent contractor, therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

35. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

A. The contractor provides material that does not meet the specifications of the contract;

B. The contractor fails to adequately perform the services set forth in the specifications of the contract;

C. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;

D. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

a. Cancel any contract;

b. Reserve all rights or claims to damage for breach of any covenants of the contract;

c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;

d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by deduction from an unpaid balance or any other remedies as provided by law.

36. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

37. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Peoria. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Materials Manager. Approval shall be at the discretion of the City Materials Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.

Materials Management Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

38. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

39. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.

40. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

    A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

    B. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

41. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Peoria, Materials Management Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.

42. **Service Maintenance:** The materials specified in this solicitation are dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing facilities with sufficient inventory and trained technicians experienced in providing quality service on the materials specified. Facilities are subject to inspection by the City to determine adequacy. Facilities shall consist of laundry service, delivery and pick-up service, and inventory of materials and repair/replacement of materials.

	SCOPE OF WORK	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P07-0064**	

I. BACKGROUND

The City of Peoria intends to establish a Contract for uniform (garment) rental and laundering, personal storage lockers, dust mops and floor mats. Currently the City, through its Contractor, supplies rental garments/uniforms to approximately 150 City employees. With improved services the City believes an additional 50 employees would use uniforms. Because Peoria is a fast growing City, the City staff is likely to expand over the next several years. Therefore, it is likely that an additional 50 to 100 more employees could require uniforms in the next two years.

II. DELIVERY LOCATIONS - Garments and Supplies shall be delivered to the following locations:

Location	Services/Items Needed
City Hall Municipal Complex 8401 W. Monroe Peoria, AZ 85345	Uniforms, Mats and Dust Mops
Public Works Buildings (three sites) MOC, Garage & Warehouse 8850 N. 79th Avenue Peoria, AZ 85345	Garage - Uniforms and Mats MOC – Uniforms and Mats Warehouse - Mats
Office Trailers 83rd Avenue & Cinnabar St. Peoria, AZ 85345	Mats
Community Center 8335 W. Jefferson Peoria, AZ 85345	Mats
PSAB Building 8351 W. Cinnabar Peoria, AZ 85345	Mats
Greenway Water Treatment Plant 7300 W. Greenway Rd. Peoria, AZ 85345	Uniforms and Mats
Beardsley Waste Water Treatment Plant 19950 N. 111th Ave. Peoria, AZ 85345	Uniforms and Mats
Building Safety Annex 19980 N. 111th Ave. Peoria, AZ 85345	Mats
Jomax Waste Water Treatment Plant 12483 W. Jomax Peoria, AZ 85383	Uniforms and Mats

More locations may be added or removed by the City as needs change.

III. MINIMUM SERVICE REQUIREMENTS

A. Garments/Uniforms

1. The Contractor shall provide a delivery system that ensures timely service delivery and accurate usage tracking and billing of supplies and services.

2. The Contractor shall delivery garments as requested within six (6) calendar days of the City employee's request. The Contractor shall hang/store all garments at each location listed above in the specific areas as identified by City personnel.

3. The Contractor shall measure City employees who are provided garments under this Contract to obtain correct garment sizes. The Contractor shall ensure that the aforementioned employees who are currently employed with the City are measured and garments are delivered within fourteen (14) calendar days after award of this Contract. Subsequent requests, measurement and delivery, for garments (new employees, re-measurements, etc.) shall be completed within six (6) calendar days after the request has been made by the City.

4. The Contractor shall maintain an adequate inventory of rental garments to ensure that all standard sizes are available in the required times.

5. Deficiencies shall be corrected within 24 hours after notification. Deficiencies include, but are not limited to; incorrect size, wrong deliveries, incomplete returns and un-repaired or dirty items.

6. Contractor shall provide long sleeve and short sleeve shirts and pants and shorts in different styles to satisfy individual requirements.

7. If requested, the Contractor shall provide the following:

   a. Employees name embroidered above the left shirt pocket and the Department name above the right shirt pocket. The name emblem may be either a first name of a first name initial and full last name.

   b. A "City of Peoria" patch sewn on the right shirt shoulder. The City shall provide the dimensions and a color picture of the patch.

8. Garments shall be cleaned, using environmentally safe detergents, and pressed.

   a. Lightly soiled garments shall be cleaned separately from heavily soiled garments, i.e. inspectors separate from mechanics.

   b. Garments shall be inspected and minor repairs made at each cleaning cycle. Garments shall be inspected for minor tears, seam flaws, broken/missing buttons, missing emblems, etc. Garments that do not meet the requirements as indicated in the Special Provisions of this contract shall be replaced, including all emblems, with new garments or garments that have been used but do not display any significant wear or stains.

9. There shall be no further charge for any employee after the date of notification by the City to discontinue service for that employee. If the using division/department notifies the Contractor that an employee will be absent (i.e. – illness, vacation) the Contractor shall not charge for services during the period the City has requested.

B. Mats

1. The Contractor shall furnish weekly service for delivery/pick-up of high usage walk off mats. The Contractor shall go to each location for delivery and pick-up of mats for an even exchange. The mats shall be marked in such a manner so that they can be easily identified to ensure the scheduled exchange has been completed.

2. Mats shall absorb a minimum of 65% of dirt particles tracking across mat. The mat surface shall trap dirt, water and grease particles. Mats shall have skid resistant backing with heavy duty edges. The minimum sizes shall be 3' x 4', 4' x 6' and 3' x 10'.

C. Dust Mops

1. The Contractor shall furnish weekly service for delivery/pick-up of 24" and 36" dust mops and handles. Contractor shall go to each location for delivery and pick-up of dust mops for an even exchange. Dust mops shall be laundered using environmentally safe detergents only; no chemical treatment shall be applied.

D. Lockers

1. The Contractor shall furnish and install individual compartment locker units with location numbering (example: City Hall 100 number series, Fleet location 200 number series, MOC 300 series, etc.) for storage of uniforms and personal items. Each locker shall be at least 5,000 cubic inches.

2. The Contractor shall furnish and install soil locker units for storage of soiled uniforms.

E. Contractor Communication

1. Contractor shall assign key personnel to the City's account that has the ability to effectively communicate with City personnel regarding uniform services or contract issues or concerns. Key personnel shall have a phone, pager or cellular phone number where they can be contacted and shall respond no later than twenty-four (24) hours from original contact by the City.

2. The Contractor shall notify the City when changes occur to key personnel assignments and submit a new organizational chart with contact telephone numbers.

3. The Contractor shall meet with designated City personnel once every three months to discuss contract service quality and compliance issues. The Contractor shall come prepared to discuss the resolution of issues that have been brought to the Contractor's attention in the previous three months. The City shall notify the Contractor of the date, time and location of the meeting at least one week in advance.

IV. GARMENT SPECIFICATIONS

A. At a minimum, shirts, pants and shorts shall meet or exceed the following specifications:

1. Shirts:

   a. (1) 100% cotton, long and short sleeve, plain and stripes
   (2) 100% cotton, Denim long and short sleeves

   b. 65% Dacron polyester, 35% combed long staple cotton; weight approximately 4.5 oz. per square yard with 112/warp 72 filling.

   c. (1) Buttons: color to match body fabric.
   (2) Collar & cuffs: lined stitched down style with front facings.

   d. Pockets: die cut, spade shape, approx. 5" wide, 6" deep, one on each side of chest, no flaps.

   e. Panels: Back panel cut to allow full swing freedom, front panel tapered to fit.

   f. Colors: To be selected from manufacturer's standards. The safety orange color shirt must be available for Public Service Workers. Please include descriptive literature on color/style availability.

   g. Environment: Shirts shall be constructed for light to heavy soiled environments. Shirts shall be available in all sizes, long and short sleeves.

   h. 50/50 cotton/polyester Polo Shirts w/pocket and pocket size City of Peoria logo in front. Location and type (i.e. embroidered or silk-screened) shall be determined by the department.

   i. 100% cotton, Denim Shirts long sleeve and short sleeve.

2. Pants/Shorts:

   a. 100% Cotton Twill and Denim plain and pleated

   b. 65% Dacron polyester, 35% combed, long staple cotton; weight approximately 7.5 oz. per square yard with 96/warp, 56 filling.

   c. Zipper fly, continuous waste band, stayed down pockets, hemmed bottoms, plain fronts and pleated fronts.

   d. Fabric: Pre-shrunk, colorfast, perma-press.

   e. Zipper: Zipper flies to be double stitched or equivalent for durability. Heavy duty brass ratcheting zipper.

   f. Seams: Inseams to be single needle open or burst. Raw edges serged. Seat seam double needle stagger stitched.

   g. Pockets: Stitched, turned and stitched. Front pockets to have approximately 6 1/2" opening, 12" deep. Rear pockets approximately 5" opening, 6" deep.

   h. Belt Loops: Self material, Bar tacked at bottom.

i. Color: To be selected from manufacturer's standard, and available in a variety of sizes and styles. Please include descriptive literature reflecting selection(s).

j. Environment: Pants/shorts shall be constructed for light to heavy soiled environments.

3. Coveralls:

   a. 100% cotton, flame and chemical resistant.

4. Flame Resistant Uniforms: Background – The City's Instrumentation Technicians work in electrical arc-hazard environments. In order to comply with ASTM F1506-94 and, more importantly, NFPA-70E (used as a guideline by OSHA), flame-resistant clothing must be provided that will not ignite or continue to burn after exposure to an ignition source.

   a. Shirts:

      1. 4.5-oz. 65% Nomex IIIA flame resistant fabric / 35% FR rayon blend.
      2. Protection: Arc Rating: 4.2 ATPV. Meets NFPA 70E Hazard Risk Category 1.
      3. Pockets: double-stitched chest pockets with button-down flaps; left pocket has pencil slot.
      4. Banded collar, full-front placket and extra-long tail.
      5. 7-Button front closure
      6. Extra room in body for ease of movement.

   b. Pants:

      1. 7.5-oz. Nomex IIIA flame-resistant fabric
      2. Protection: Arc Rating: 6.7 ATPV. Meets NFPA 70E Hazard Risk Category 2.
      3. Triple-stitched, feld-locked outer seams and seat seam. All other seams – including the zipper area – are double-stitched.
      4. Zipper: Solid brass
      5. Pockets: Two front deep-insert pockets and two large rear welt pockets, one with a button closure.
      6. Fully-finished waistband with belt loops.
      7. Permanent creases.

   c. **Flame Resistant Uniforms shall not be laundered with other materials or clothing containing cotton.**

V. GARMENT TRACKING

A. Rental garments shall have labels attached on an inconspicuous part of the garment that contain:

1. A unique identification number;
2. The name of the user; and
3. The users division in the City.

B. Garments shall stay with the individual until that individual no longer requires services and then the garment may be assigned to another individual, as needed, if that garment is still serviceable under the terms of this Contract.

C. The Contractor shall track the following information on all rental garments provided under this Contract:

1. When the garment was put into service as new;
2. Status of garment (current location/user, if missing/when, replaced, repairs, etc.)

VI. UNIFORM CONDITION & MAINTENANCE

A. The Contractor shall provide new uniforms at the beginning of the contract period for each employee who requests uniforms and for all new employees who request uniforms thereafter. The Contractor shall provide a new set of uniforms to employees after 12 months of use by that employee. The Contractor shall be responsible for maintaining accurate records to ensure that after 12 months employees receive a new set of uniforms.

B. The Contractor shall maintain all uniforms in good repair and first-class condition. At a minimum all garments shall meet the following standards:

1. Clean, neat and wrinkle free with a complete set of matching buttons;
2. All tears shall be neatly repaired and no repaired tear shall exceed two inches in total length;
3. Patches shall not exceed 1.5" x 1.5";
4. No frayed shirt sleeves or collars or pant/short bottoms;
5. Stains – For employees who work in areas where there is a prominence of oils or staining chemicals (e.g. Fleet, Street Maintenance, Solid Waste Management) and where public contact is limited, garments with minimal stains will be accepted. For employees who have significant public contact and staining of garments is less likely (e.g. Parks and Recreation, Utilities) stained garments shall not be accepted.
6. All clothing provided for in this contract must meet or exceed Federal flammability requirements.

C. The Contractor shall replace worn out garments with new when notified by the City.

D. For the first 6 months of a garment's use, if the garment does not meet the above standards, the Contractor may charge a pro-rated amount of the garments actual cost, based upon 12 months of use, if the garment must be replaced with a new garment. After 6 months, if the garment does not meet the above standards, the Contractor shall replace the uniform at no charge to the City with a new garment or a used garment of acceptable condition.

VII. UNIFORM MEASUREMENT & DELIVERY

If the Contractor fails to respond to requests from the City to measure for and provide garments as required in the Scope of Work, the City may charge the Contractor $20 for every day the Contractor exceeds the required response time for each City employee for whom a request has been made.

In addition, the City may acquire garments from another source and the City may charge the Contractor the actual cost of having garments provided from the other sources until the Contractor measures and provides garments as required under this Contract.

	SUBMITTAL REQUIREMENTS	**Materials Management Procurement**
	Solicitation Number: **P07-0064**	8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118

A. PROPOSAL FORMAT:

Proposals shall be submitted in one (1) original and four (4) copies on the forms and in the format as specified in the Request for Proposal. DO NOT BIND ORIGINAL.

B. EVALUATION CRITERIA:

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

1. Firm's experience and qualifications;
2. Contractor's Methodology;
3. Cost; and
4. Conformance to Request for Proposals.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

C. PROPOSAL CONTENT: In addition to the items outlined on page 9, the following items shall be addressed in the proposal submission.

1. Training – A detailed description of the process the Contractor shall use to train its staff to perform the required services in an effective, efficient and safe manner.
2. Staffing – A detailed description of the process the Contractor shall use to maintain a sufficient pool of staff so that when positions are vacated they can be filled by staff acceptable to the City within two (2) days.
3. Timeliness – A description of the process the Contractor shall use to ensure that uniforms are properly laundered and delivered in a timely manner and that staff are measured for garments accurately and in a timely manner. This should include the standard garment sizes the Contractor maintains and how long it will take to provide non-standard sizes.
4. Organizational Chart – including telephone numbers and e-mail addresses of key personnel. "Key Personnel" is defined as directors, managers and supervisors that shall be responsible for the complete delivery of services, schedule, supervision of staff and preparation and delivery of reports.
5. Quality of Service – A detailed description of the process the Contractor shall use to ensure the quality of the services provided.
6. Proposed Subcontracts – If the Offeror intends to subcontract for any services, the Offeror shall provide copies of existing contracts or sample contracts it will use. The Offeror shall provide justification for why these subcontractors will be used and a description of the selection process.
7. Price Sheet - The Offeror shall complete the Price Sheet on pages 25 - 27 by providing the information requested.
8. Exceptions – Any exceptions to any part of the RFP must be clearly noted and identified

D. PROPOSAL DUE DATE AND CONTACT INFORMATION:

Proposals are due no later than 5:00 P.M. on February 28, 2007.

Proposals shall be submitted in one (1) original and four (4) copies and shall be delivered to:

City of Peoria
Materials Management
8314 West Cinnabar
Peoria, Arizona 85345

Proposals must be submitted in a sealed envelope or package with the solicitation number and the Offeror's name and address clearly indicated on the envelope or package.

All questions regarding this RFP should be directed to Christine Finney, Buyer at (623) 773-7531 or E-mail: Christine.Finney@PeoriaAZ.gov

Contact with City staff, other than the designated contact person indicated in the RFP, regarding this solicitation is strictly prohibited during the proposal process.

I. PAYMENT

1. Upon receipt of the required reporting documents, the City shall reimburse the Contractor in accordance with the Contract Special Terms and Conditions, Paragraph 23, Payments, for actual, allowable costs incurred in the delivery of services identified in the Scope of Work during the term of this Contract.

2. The Contractor shall provide an invoice for each Division in the City for which it provides services. At a minimum the invoices shall list:

   a. Division name/Contact Person;
   b. Division account number;
   c. User's name;
   d. User's items;
   e. User's quantity; and
   f. Rental and or laundry contract cost.

3. There shall also be a summary statement sent to each division with only their users listed. This statement shall be used by the division for verifying the correct service levels are being achieved

4. If it is determined that additional service items are needed during the course of the contract, such items may be added via mutual written contract amendment. Additional items must fall within the current Scope of Work and prices shall be reflective of existing prices and/or discounts on the contract Price Sheet.

	PRICE SHEET	Materials Management Procurement 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
CITY OF PEORIA	Solicitation Number: **P07-0064**	

II. PRICING – RENTAL

SPECIFICATIONS RENTAL	WEEKLY RATE
Shirts, short sleeve, per specifications, full service (rental & laundry)	$
Shirts, long sleeve, per specifications, full service (rental & laundry)	$
Shirts, Nomex, long sleeve, per specifications, full service (rental & laundry)	$
Pants, per specifications, full service (rental & laundry)	$
Pants, Nomex, per specifications, full service (rental & laundry)	$
Shorts, per specifications, full service (rental & laundry)	$
Shirts, short sleeve, per specifications, rental only	$
Shirts, long sleeve, per specifications, rental only	$
Shirts, Nomex, long sleeve, per specifications, rental only	$
Pants, per specifications, rental only	$
Pants, Nomex, per specifications, rental only	$
Shorts, per specifications, rental only	$
Mats, per specifications, 3' x 4'	$ 1.50 EA
Mats, per specifications, 4' x 6'	$ 2.90 EA
Mats, per specifications, 3' x 10'	$ 3.50 EA
Dust Mops, 24"	$ .70 EA
Dust Mops, 36"	$ .80 EA
Coveralls (Bibs) Cotton ¢ .75 EA / FR (NOMEX) $ 1.80 EA	$ 3.75 WK / $ 9.00 WK
Polo Shirts 100% cotton	$
Polo Shirts 50/50 cotton/polyester	$

SEE NEXT PAGE FOR ADDITIONAL PRICES FOR RENTAL ITEMS. RENT WITH NO WASH ARE 75% of ITEM COST LISTED.

PRICE SHEET

Solicitation Number: **P07-0064**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SPECIFICATIONS - PURCHASE	PURCHASE PRICE (EACH)
Pants, Uniform 65/35 cotton/polyester plain	$ .40 EA $2.00 WEEKLY
Pants, Uniform 100% cotton plain	$ .48 EA $2.40 WEEKLY
Pants 100% cotton denim	$ .48 EA $2.40 WEEKLY
Pants, Uniform 65/35 cotton/polyester pleated	$ .45 EA $2.25 WEEKLY
Pants, Uniform 100% cotton pleated	$ .50 EA $2.50 WEEKLY
Pants, Industrial, Nomex IIIA flame-resistant	$ 1.75 EA $8.75 WEEKLY
Shorts, Uniform 65/35 cotton/polyester plain	$ .40 EA $2.00 WEEKLY
Shorts, Uniform 100% cotton plain	$ .48 EA $2.40 WEEKLY
Shorts, 100% cotton denim	$ .48 EA $2.40 WEEKLY
Shorts, Uniform 65/35 cotton/polyester pleated	$ .45 EA $2.25 WEEKLY
Shorts, Uniform 100% cotton pleated	$ .50 EA $2.50 WEEKLY
Polo Shirts 100% cotton	$ .50 EA $2.50 WEEKLY
Polo Shirts 50/50 cotton/polyester	$ .50 EA $2.50 WEEKLY
Denim Shirts 100% cotton – Long sleeve ANY Cotton	$ .50 EA $2.50 WEEKLY
Denim Shirts 100% cotton – Short sleeve ANY Cotton	$ .50 EA $2.50 WEEKLY
Shirts, 4.5-oz. 65% Nomex IIIA flame resistant fabric / 35% FR rayon blend	$ 1.75 EA $8.75 WEEKLY
65/35 Poly Shirt (LONG OR SHORT SLEEVE)	$ .40 EA. $2.00 WEEKLY
MISCELLANEOUS	**WEEKLY RATES**
Compartments locker units Number of individual lockers per unit: NO CHARGE	$ NO CHARGE
Soil Dump Units NO CHARGE	$ NO CHARGE
EMBROIDERY/SEWING	**EACH**
Embroidered Emblem (Employee Name)	$ NO COST
Embroidered Emblem (Department Name)	$ NO COST
Shoulder patch (sewn on)	$ NO COST

PRICE SHEET

Solicitation Number: **P07-0064**

Materials Management
Procurement
8314 West Cinnabar Avenue
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

SPECIFICATIONS - PURCHASE	PURCHASE PRICE (EACH)
Pants, Uniform 65/35 cotton/polyester plain	$ $ 15.00
Pants, Uniform 100% cotton plain	$ $ 15.00
Pants 100% cotton denim	$ 16.00
Pants, Uniform 65/35 cotton/polyester pleated	$ 16.00
Pants, Uniform 100% cotton pleated	$ 16.00
Pants, Industrial, Nomex IIIA flame-resistant	$ 58.00
Shorts, Uniform 65/35 cotton/polyester plain	$ 15.00
Shorts, Uniform 100% cotton plain	$ 15.00
Shorts, 100% cotton denim	$ 16.00
Shorts, Uniform 65/35 cotton/polyester pleated	$ 16.00
Shorts, Uniform 100% cotton pleated	$ 16.00
Polo Shirts 100% cotton	$ 12.00
Polo Shirts 50/50 cotton/polyester	$ 12.00
Denim Shirts 100% cotton – Long sleeve	$ 14.00
Denim Shirts 100% cotton – Short sleeve	$ 14.00
Shirts, 4.5-oz. 65% Nomex IIIA flame resistant fabric / 35% FR rayon blend	$ 45.00
MISCELLANEOUS	**WEEKLY RATES**
Compartments locker units Number of individual lockers per unit: _____	$ NO CHARGE
Soil Dump Units	$ NO CHARGE
EMBROIDERY/SEWING	**EACH**
Embroidered Emblem (Employee Name)	$
Embroidered Emblem (Department Name)	$
Shoulder patch (sewn on)	$

	QUESTIONNAIRE	**Materials Management** **Procurement** 8314 West Cinnabar Avenue Peoria, Arizona 85345-6560 Phone: (623) 773-7115 Fax: (623) 773-7118
	Solicitation Number: **P07-0064**	

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

Yes_____, No__X__.

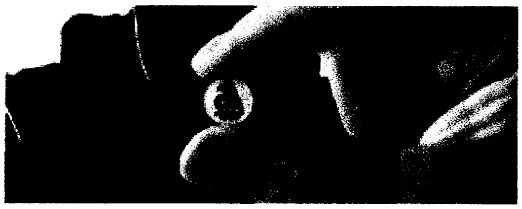
If yes, please provide details and documentation of the certification.

See what you've been missing!

Ameripride was established in 1889 and has always been a technology leader in the industry.

Ameripride has the "Sam" Superior Apparel Management chip sewn in all of our Garments. The chip is a tiny (passive) radio frequency device. Ameripride scans all garments in, throughout the cleaning process and scans the garments out. The chip allows Ameripride & our customers the ability to track counts, repairs and number of washes (just to mention a few capabilities).

This is an exclusive Ameripride system. I would love to go over our system in greater detail and explain its benefits over my many competitors. Ameripride has progressed with the industry first hand counts, and then bar codes and we have found many errors in both systems. Ameripride is leading the front with new technology and rolled into the 21st Century with our Sam Chip.



Please check out our company at Ameripride.com

Ameripride Presses all industrial top pieces at no additional charge. ***This is a standard service with Ameripride.***

No prep charges on garments "ever"
No Environment Charges
No Fuel Charges
No Locker or Garment Dumps Charge

Ameripride Chain of Command 602-353-8086

Doug Williams	**Corporate Sales**	**602-384-7636**
Doug.Williams@Ameripride.org		**602-353-8086 #118**
Scott Erickson	**Sales Manager**	**602-353-8086 #104**
Todd Fredrickson	**Service Manger**	**602-353-8086 #105**
Bill Zaremba	**General Manager**	**602-353-8086 #102**

CSR for the City of Peoria will be Joe Jamison. Joe has been with Ameripride for over 9 years and specializes in large uniform accounts.

Ameripride services City of Mesa (approximately 2 years) and due to our success with them, we install City of Chandler 3/13/07 (everyone seems to know each-other)

Ameripride has been the Supplier of Uniforms to the City of Safford and Apache Junction for longer then the 8 years, I have been with Ameripride and we have a wonderful working relationship with both cities.

Ameripride did a trial service for the City of Tucson, with two of the more vocal city employees'. After the three week trail, Tucson has issued a blanket PO and we are sizing the city as of today.

Ameripride has also won the Maricopa County bid and in the process of installing them over the next week.

Ameripride also is now the uniform provider for Phelps Dodge Cooper Mines. Phelps Dodge is one of they largest employer's in our State.

Ameripride has been around since 1889 and we are still privately held by the same family. We have many years of expertise and pioneered many of the technologies in our industry.

"AmeriPride and City of Peoria, Partners for Profit"

City of Peoria

AMERIPRIDE ADVANTAGE PROGRAM SOLUTIONS

RF CHIP IN EACH GARMENT ENSURES ACCURATE ACCOUNTING OF PICK-UP AND DELIVERY

GARMENT REPAIR STATION WITH GREEN POLY BAG TO ENSURE MENDING IS DONE AS REQUIRED, ALL REPAIRS MADE AT NO CHARGE

C.A.R.E. PROGRAM ADMINISTERED BY SERVICE CO-ORDINATOR TO KEEP YOU SATISFIED

TRY FOR SIZE OF EACH EMPLOYEE GUARANTEES CORRECT FIT OF CLOTHES

REPLACE AS NEEDED PROGRAM TO KEEP YOUR EMPLOYEES LOOKING PROFESSIONAL

117 YEARS TAKING CARE OF CUSTOMERS

People You Can Count On!!

Ameripride References

City of Mesa	Jim Ruiz (Senior Buyer)	480-644-2543
City of Safford	Karen Coppola/Willie Davis	925-348-3143#347
Bacdon Floors (Camp Verde)	Cheryl Sheehan	928-567-7399
Roads West Trucking	Rachael/ Tom Robinson	602-484-7377
Valley Newspaper (Glendale)	Steve Stineke	623-445-2800
Sun Orchard (Tempe)	Delores	480-966-1770
Western Block (Phoenix)	Larry Johnson	602-243-3975
IVC Industrial (Casa Grand)	Mathew Garvi	520-421-9440
Official Fast Freight (Flagstaff)	Mark Fabritz	928-213-1062
Thornwood (Phoenix)	Marion (Purchasing Manager)	602-244-0434
EVDI (Gilbert)	Marilynn Christensen	480-507-4500
Eastvalley Tribune	Doug Trapee	480-898-6500
American Express (Phoenix)	Bob Lloyd	602-766-6692
Pacific Scientific	Lupe Hellem	520-796-1219
Winroc (Phoenix)	Sam Hudson	602-477-0341
Winroc (Dewey)	Jon Rose	928-775-3311
Dunn Air (Tucson)	Tim Kanavel	520-353-7150
C& E Services (Phoenix)	Sally Vyrostek	602-342-2483
Action Envelope (Phoenix)	Tom/ Murray	602-254-0130
Master Craft (Mesa)	Cindy Ika	480-834-1565
EG & G (Nogales)	Michael Besspiata	520-281-4705
Republic Beverage (Phoenix)	David Ramos	602-233-1900
Planet Equipment (Gilbert)	Shirlee Ryno	480-844-1437
Auto Doctor (Flagstaff)	Michelle Burns	928-526-0034
American-Western Dist. (Phoenix)	Richard Logon	602-272-6016
TruGreen (Tempe)	Ed Loreng	480-557-6443
21st Century (Tempe)	Chris Cox	480-966-8201
Tricks (Tempe)	Robert Trick	480-968-1114
IDT (Tempe)	Mike Tompkins	480-829-8530
Arizona Grand (Phoenix)	Steven Hall	602-553-8344

Phelps Dodge Mining and City of Chandler starting October 2006

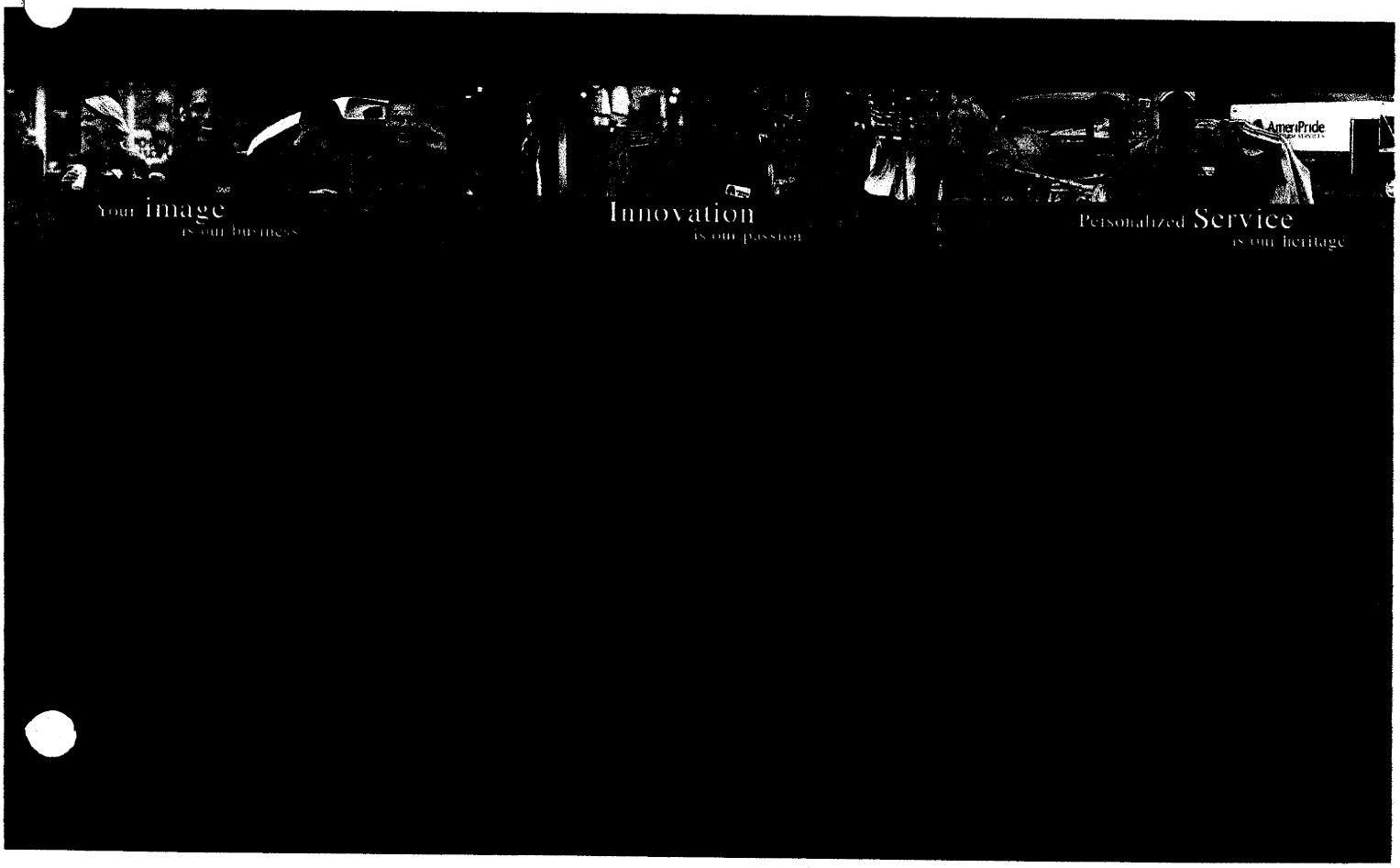
City Of Peoria

AMERIPRIDE CUSTOMER PROPOSAL

April 5th, 2007

AmeriPride® Services

Doug Williams & Randy Kroke



AmeriPride Services

Table of Contents

Executive Summary 3

AmeriPride History 4

Current Situation 5

Benefits of Partnering with AmeriPride Uniform Services 7

Superior Apparel Management System (SAM): An AmeriPride Exclusive 8

AmeriPride Industrial Solutions 10

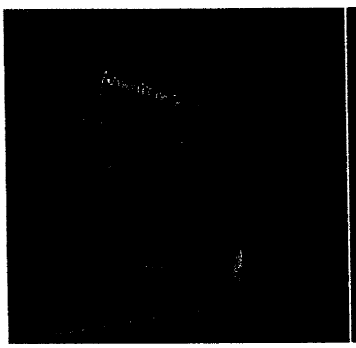
AmeriPride Solutions and Investment Summary 11

References 13

Customer Service Representative and Service Team 12

Customer Satisfaction Guarantee 13

AmeriPride Services



International strength,
Local Service.

Executive Summary

In today's competitive marketplace, businesses need every edge possible to stay ahead. More and more of them are recognizing the inherent value of a uniformed workforce. More and more are turning to AmeriPride to help them create a quality, distinctive and customized uniform program that will set them apart.

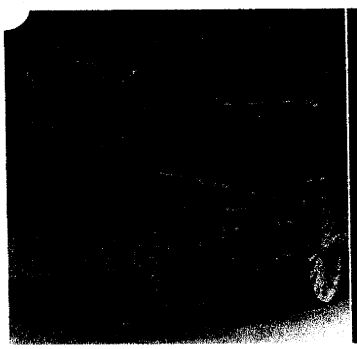
AmeriPride is ready to do the same for you.

As a company with over 118 years of experience developing uniform programs for a wide array of businesses all across the country, AmeriPride is eminently qualified to put a customized program in place for you. One that will not only meet your apparel needs, but also enhance your company image, save you time and money and set you apart as a trusted professional.

By partnering with AmeriPride, we'll help you find solutions to your specific uniform needs, offer products and services that promote safety, efficiency and better productivity, and inspire your employees to always want to be at their best. Which means you'll bring more than your expertise to the table. You'll enhance possibilities for growth. And success.

We appreciate the opportunity to show you exactly what an AmeriPride uniform program can do for you, your employees and your company.

AmeriPride Services



A century of innovation
at your service

AmeriPride History

Founded by George A. Steiner in 1889, AmeriPride has grown from an entrepreneur's dream and a horse-drawn cart into a national, family-owned and operated uniform supply enterprise with 200 locations and 6,000 dedicated employees. AmeriPride is now recognized as one of the five largest uniform rental companies in North America, serving over 200,000 satisfied customers all across the United States and Canada.

Over the years, AmeriPride has brought custom uniform programs to a wide range of industries including manufacturing, automotive and transportation, hospitality, food processing, technology and research, schools and universities and heath services.

This breadth and depth of experience helps AmeriPride understand, from day one, what it takes to create the right uniform for the right job. And the right uniform program tailored just for you.

AmeriPride Services

State-of-the-Art
garment management ...

Current Situation

The City of Peoria Arizona is Arizona's ninth largest city with an estimated year 2006 population of 138,143. With a rapid population expansion, Peoria is High Profile. With the expansion of population, the City is in the position of increasing its work force. Bid stipulates approximately 150 City employees' in uniform, with expansion of an additional 50 to 100 more.

We offer custom-tailored, full-service rental uniform programs for industry, manufacturing, food service, hospitality, healthcare, schools and more. Every program is designed to meet industry-specific requirements and government regulations as necessary. We take care of everything-offering convenience that benefits both you and your employees. Considering the time and money invested in the purchasing, washing and drying of work clothing, you'll find savings from using AmeriPride services outweighing program costs by as much as 50%. That's a full-service opportunity you can't afford to overlook.

TAKE A LOOK AT WHAT OUR PROGRAM OFFERS YOUR BUSINESS:

A PROFESSIONAL EYE

- On-site analysis of employee and environmental working conditions.
- Recommendation of fabrics, styles and colors.
- A distinguished image that separates you from your competition.

CUSTOM-TAILORED SERVICE

- Individually fit each employee for comfort, appearance and safety.
- Build and maintain additional inventory to respond to your changing needs.
- Apply all decorative elements, emblems and personalized name tags.
- Identify all garments with a unique number and employee name for tracking.
- Coordinate your orders, no matter how many sources are involved.
- Delivered to you, ready to wear.
- Service managed by our Superior Apparel Management (SAM) system.

DEPENDABLE, COMPLETE SERVICE

- **Deliveries so regular and reliable, you could set your watch to them.**
- **Garments are professionally cleaned and finished weekly.**
- **Garments are returned ready-to-use, repaired or replaced as needed.**
- **Service managed by our Superior Apparel Management (SAM) system to monitor your garment program.**

QUICK RESPONSE TO YOUR CHANGING NEEDS

- **Employee transitions are seamless, with new hires outfitted quickly.**
- **We take your unused garments back.**

CARING, RESPONSIVE REPRESENTATIVES

- **Fully-trained customer service representatives empowered to manage your apparel program.**
- **Immediate attention, rapid response.**
- **Backed by over 115 years of customer satisfaction.**

AmeriPride takes each and every one of these factors into consideration when creating a uniform and uniform program. That way, you'll get a customized, high quality garment that is durable, attractive and specifically designed for your business.

Benefits of Partnering with AmeriPride Uniform Services.

When you work with AmeriPride, you work with the best. A company that has the experience, expertise and commitment to create a uniform program tailored to your exact needs.

AmeriPride is the full-service, single-source for all your uniform needs. From providing custom-made uniforms to garment care to companion equipment such as floor mats, safety glasses and maintenance supplies to single-invoice billing. AmeriPride does it all. Seamlessly.

AmeriPride designs uniforms that fit your company. Based on your specifications, we'll create apparel appropriate for the job. Superior quality garments manufactured to withstand the harshest environments or project an elegant sense of style and decorum. Whatever you need, AmeriPride can do it. With precision, care and total satisfaction.

Our Five-Star Service is the benchmark of the industry. Fact is, we've earned a reputation for the strongest service ethic in the industry. Our service team includes experienced customer service reps, seasoned plant personnel and experienced support staff. A proactive workforce that is committed to your satisfaction. And dedicated to your success.

At AmeriPride, customer satisfaction is job one. That's why we offer our **exclusive Total Satisfaction Promise**. In writing. So whatever we say we'll do, we do: Custom-tailored programs; complete on-time, error-free deliveries; clear, accurate accounting; and caring responsive service. It's no wonder that customers who start with AmeriPride, stay with AmeriPride.

State of the Art
garment management ...

Superior Apparel Management System (SAM): An AmeriPride Exclusive

When you partner with AmeriPride for your custom uniform program, you not only get superior quality, job-specific apparel, you get our Superior Apparel Management System or SAM. This exclusive microchip-based garment tracking system ensures that we know the exact location and status of each and every garment – virtually eliminating both error and loss. In fact, SAM is so reliable, it's 99.7% accurate.

SAM's radio frequency chips don't fade or degrade. They don't require line-of-sight reading. And they aren't obscured by soiling, bundling or chemicals. So you're always assured of accurate identification, garment maintenance and status.

SAM's tracking also pinpoints loss, keeping your employees accountable for their uniforms. This can amount to substantial savings over your service agreement period.

Highly accurate SAM inventory and service reports even let you control the uniform program, monitor garment usage and maintain a consistently high standard of employee appearance.

Plus, our innovative SAM system coupled with the responsive service schedules that result, go a long way to keeping your uniform program on track. And on time.

You can get it all, only from AmeriPride.

This is an exclusive Ameripride system. I would love to go over our system in greater detail and explain its benefits over my many competitors. Ameripride has progressed with the industry first hand counts, and then bar codes and we have found many errors in both systems. **Ameripride is leading the front with new technology and rolled into the 21st Century with our Sam Chip**.

A good neighbor

We get involved in our neighborhoods - by rolling up our sleeves and contributing our time and our resources. We encourage our employees to get involved in causes that touch their hearts as well - whether it's a small, local fundraiser or a national effort. It's a win-win situation because our employees are happier and more fulfilled, and our communities are stronger.

We see our community service as an extension of our Total Satisfaction Promise.

Here are just a few examples of how and where we help:

- Youth mentoring programs
- The Special Olympics
- Energy-conserving plants give back to our environment
- School scholarship programs
- River cleanups
- Local church and non-profit groups
- Annual United Way campaigns
- Habitat for Humanity
- Disadvantaged workers programs

12 years in a row, Ameripride had scored 100% for City of Phoenix Waste Water!

AmeriPride Industrial Solutions

At AmeriPride, we pride ourselves on going the extra mile for our customers. We think beyond the uniform to create a full package of workplace solutions. They include:

- **Industrial-tough custom work apparel manufactured from rough and rugged materials.** Fabrics that can withstand harsh environments, heavy soiling, resist fire or water, and much more. This thoroughness and attention to detail helps keep your employees safe, no matter what they face on a daily basis.

- **Auxiliary equipment that augments job performance, efficiency and productivity.** We offer items like:

    - floor mats
    - towels
    - paper supplies
    - soaps
    - air fresheners
    - dry and wet mops.

Whatever you need to get the job done, AmeriPride can help.

AmeriPride Solutions and Investment Summary

To provide ***The City of Peoria*** with the most comprehensive, customized uniform program in the marketplace, here's what we at AmeriPride would recommend:

Based on the specification of RFP – p07-0064 Ameripride will provide the City of Peoria employees new uniforms based on the details of said RFP. Ameripride will have "SAM" R.F. chips placed into all the uniforms for tracking and accountability purposes.

Ameripride will have a team of employees' for sizing the City of Peoria. All teams will have complete sizing kits for employees to try on garments to assure the correct size from day one. Ameripride will provide sign-off sheets to assure sizing has been done properly for a seamless transition to Ameripride. Team listed on page 14

RFP p07-0064

Item - Pants	Cost Per Change
Pants 65/35 cotton/poly plain	$ .40 ea
Pants 100% cotton &/or Denim	$ .48 ea
65/35 pleated $ .45 ea Cotton pleated $ .50 ea	
Nomex FR	$ 1.75 ea

RFP p07-0064

Item - Shirts	Cost Per Change
Polo Shirts 50/50 or cotton	$ .50 ea
Cotton & Denim Shirts - long or short sleeve	$ .50 ea
65/35 cotton/poly blend - long or short sleeve	$ .40 ea
Nomex FR	$ 1.75 ea

Setup Charges (Setup charge waived on initial order.)

Item	Cost
Standard Name Patches	None
Standard Company Emblems	None
Custom Order/Embroidered Name Patches	None
Custom Order/Embroidered Company Emblems	None
Setup Charge	None
Oversize Charge	None

Other Rental Services

Mats

Item	Cost
Mat Size:	
3 x 4	$ 1.50 ea
4 x 6	$ 2.90 ea
3 x 10	$ 3.50 ea

Misc.

Item	Cost
24" Dust Mops	$ .70 ea
36" Dust Mops	$ .80 ea
Soil Bins	No Charge

Ancillary Charges

Item	Cost
Waste Charge	None
Service Charge	None
Energy Charge	None
Fuel Charge	None

Service Agreement

- See RFP # P07-0064

Clarification of "Scope of Work" III A. # 3

City of Peoria stated garments to be delivered 14 days after said employees' are measured. Ameripride requests 4-6 weeks to properly insure a timely and smooth delivery.

References

AmeriPride serves over 200,000 customers every single week. All to their specifications. All to their satisfaction. Here are just a few of them:

City of Mesa	*Jim Ruiz (Senior Buyer)*	*480-644-2543*
City of Safford	*Karen Coppola/Willie Davis*	*925-348-3143#347*
Maricopa County	CISSY ALTAMIRAN	602-372-0796
Roads West Trucking	*Rachael/ Tom Robinson*	*602-484-7377*
Valley Newspaper (Glendale)	*Steve Stineke*	*623-445-2800*
Sun Orchard (Tempe)	*Delores*	*480-966-1770*
Western Block (Phoenix)	Larry Johnson	602-243-3975
Thornwood (Phoenix)	Marion (Purchasing Manager)	602-244-0434
EVDI (Gilbert)	Marilynn Christensen	480-507-4500
Eastvalley Tribune	Doug Trapee	480-898-6500
American Express (Phoenix)	Bob Lloyd	602-766-6692
Pacific Scientific	*Lupe Hellem*	*520-796-1219*
Winroc (Phoenix)	Mark Owns	602-477-0341
Dunn Air (Tucson)	Tim Kanavel	520-353-7150
Master Craft (Mesa)	*Cindy Ika*	*480-834-1565*
Republic Beverage (Phoenix)	*David Ramos*	*602-233-1900*
Planet Equipment (Gilbert)	Shirlee Ryno	480-844-1437
American-Western Dist. (Phoenix)	Richard Logon	602-272-6016
TruGreen (Tempe)	Ed Loreng	480-557-6443
Wig Wigwam Resort	Ed Fisher	623-935-3811

Ameripride is also the sol provider of all Phelps Dodge Cooper mines' in Arizona with 3000 employees in uniforms.

Customer Service Representative and Service Team

General Manager – Bill Zaremba 602-353-8086 ext# 102

Sales Manager – Scott Erickson 602-353-8086 ext# 103

Service Manager - Todd Fredrickson 602-353-8086 ext# 105

Area Manager – Michael Sibrian 602-353-8086 #110

Sales Rep. – Doug Williams 602-384-7636 or 602-353-8086 ext # 104

Sales Rep. – Randy Kroke 602-738-0434 or 602-353-8086 ext # 114

New Account Coordinator – Mitchell Chavez 602-623-2873

This is also the Ameripride Team, which will be responsible for the sizing, installation and transition of The City of Peoria. Once the installation & transition is complete, the account will be handed over to Todd Frederickson's service team.

AmeriPride Services

Customer Satisfaction Guarantee

We guarantee that we will adhere to the highest standards of Quality and Service during the term of our agreement with you. Your AmeriPride Customer Service Representative has been trained and empowered to meet your service needs.

In the unlikely event that your AmeriPride Customer Service Representative cannot adequately resolve your concerns, please notify us in writing, stating the precise nature of your needs. Should we be unable to restore your service to reasonable standards within 30 days, you will have the option to cancel your Service Agreement after the following conditions are met:

1) You have given us 30 days written notice of your intent to discontinue service.
2) You have paid for all services rendered, including loss damage charges and past due amounts.

Customer	Date
AmeriPride Representative	Date

[redacted]

ORIGINAL

CONTRACT AMENDMENT
Continuation Sheet

Solicitation No.: P07-0064 Page 1 of 2

Amendment No.: One (1) Date: July 13, 2007

Project Description: Uniform Rental & Laundry Services

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118
Buyer: Christine Finney

The above referenced contract is hereby amended as follows:

1. The following two (2) locations are hereby added to the Contract, and will receive Mat service in accordance with the Contract Scope of Work:

   Sunrise Family Center
   21303 N. 86th Drive.
   Peoria, Arizona 85345

   Pinnacle Peak Public Safety Facility
   22244 N. Lake Pleasant Rd
   Peoria, Arizona 85382

See Continuation Sheet

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
R. Williams	6/28/07	Doug Williams	AMERIPRIDE

Address	City	State	Zip Code
6025 W. VAN BUREN	PHOENIX	AZ	85043

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON 22707 A
Contract Number:

Official File

City Seal

Requested by:

Christine Finney 7-13-07
Recommended by:

William L. Emerson, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

8-6-07, 2007, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 22707A

SCANNED

CONTRACT AMENDMENT
Continuation Sheet

Solicitation No.: P07-0064 Page 2 of 2

Amendment No.: One (1) Date: July 13, 2007

Project Description: Uniform Rental & Laundry Services

Materials Management Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

The Price Sheet is hereby revised to include the following additions/changes:

1. To include an additional line item for pressing uniforms. The cost for pressing is $0.25 per piece.

2. To include an additional line item for direct embroidery. The cost for direct embroidery is $3.50 each.

3. Logo Mats are added as an additional line item. Logo mats provided to the City will be embroidered with the City of Peoria logo (to be approved by the City). As indicated in the Scope of Work, mats will receive weekly service. Two (2) *different* colors of mats shall be utilized for the purposes of identifying that the schedule exchange has been completed. Logo mat prices are indicated below:

   3x4 mats = $2.20 each
   4x6 mats = $3.60 each

4. Nomex FR pants and shirts prices shall be reduced from $1.75 to $1.40 for rental and laundry. Replacement costs for Nomex pants and shirts are changed from $58.00 (pants) and $45.00 (shirts) to $42.00 (pants) and $38.00 (shirts).

5. Micro Fiber Towels are added as an additional line item. The weekly charge for rental & laundry is $0.15 each.

6. Women's Polo Shirts (65/35 poly/cotton blend) are added as an additional line item. The weekly charge for rental & laundry is $0.63 each. Replacement cost is $13.99.

7. Executive (oxford style) shirts are added as an additional line item. The weekly charge for rental & laundry is $0.50. Replacement cost is $15.00.

8. Except for those items listed on the Contract Price Sheet, the Contractor will offer a discount of 15% for any uniform items purchased through their catalog.

9. The attached price sheet hereby replaces all previous price sheets.

Nothing Further

Solicitation No.: P07-0064
Uniform Rental & Laundry Services
Contract Price Sheet
Amendment No. 1

Ameripride Uniforms

Item Description	Daily	Weekly	Purchase
Pants, 65/35 cotton/poly plain	$0.40	$2.00	$15.00
Pants, 100% cotton	$0.48	$2.40	$15.00
Pants, denim	$0.48	$2.40	$16.00
Pants, 65/35 pleated	$0.45	$2.25	$16.00
Pants, cotton pleated	$0.50	$2.50	$16.00
Pants, Nomex FR	$1.40	$7.00	$42.00
Shorts, 65/35 cotton/poly plain	$0.40	$2.00	$15.00
Shorts, 100% cotton	$0.48	$2.40	$15.00
Shorts, denim	$0.48	$2.40	$16.00
Shorts, 65/35 pleated	$0.45	$2.25	$16.00
Shorts, cotton pleated	$0.50	$2.50	$16.00
Shirt, Polo, 100% cotton or 50/50 cotton/poly	$0.50	$2.50	$12.00
Shirt, Polo, women's, 65/35 poly/cotton	$0.63	$3.15	$13.99
Shirt, cotton and denim - long or short sleeve	$0.50	$2.50	$14.00
Shirt, 65/35 cotton/poly blend - long or short sleeve	$0.40	$2.00	$14.00
Shirt, Nomex FR	$1.40	$7.00	$38.00
Shirt, Executive, Oxford (Micro Check)	$0.50	$2.50	$15.00
Additional iron pressing per item	$0.25	$1.25	N/A
Compartment locker units	no	charge	N/A
Mats, 3x4	N/A	$1.50	N/A
Mats, 4x6	N/A	$2.90	N/A
Mats, 3x10	N/A	$3.50	N/A
Logo Mats 3x4	N/A	$2.20	N/A
Logo Mats 4x6	N/A	$3.60	N/A
MicroFiber Towels	N/A	$0.15	N/A
Dust Mops, 24"	N/A	$0.70	N/A
Dust Mops, 36"	N/A	$0.80	N/A
Soil Bins	no	charge	N/A
Sewing City Emblems Patches and Name Patches	no	charge	N/A
Direct Embroidery (Names and City Emblems)	one	time	$3.50
Rent with no wash are 75% of item cost listed			
Items not listed on the Contract Price Sheet are available through Ameripride's catalog and will be discounted at 15%.			

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P07-0064** Page 1 of 1
Description: Uniform Rental & Laundry Services
Amendment No: Ext #1, Amend #2 Date: 02/11/08

Materials Management
Procurement
8314 W. Cinnabar Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/30/08.

The New Contract Term is:

Contract Term: 05/01/08 to 04/30/09

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	2/14/08	William J. Zaremba GM	Ameripride Uniforms

Address	City	State	Zip Code
6025 W. Van Buren	Phoenix	AZ	85043

Attested by:

Mary Jo Kief, City Clerk

CC Number

ACON 22707B
Contract Number:

Official File

City Seal

Requested by:

Recommended by:

William L. Emerson, Assistant City Attorney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed 2/26/08, 2008, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

ACON 22707B

CONTRACT AMENDMENT

Solicitation No: P07-0064 Page 1 of 1
Description: Uniform Rental & Laundry Services
Amendment No: Five (5) Date: 3/3/2010

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/30/10. CONTRACT EXTENSION THREE (3)

Contract Term: 05/01/10 TO 04/30/11

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	3/8/2010	Todd Fredrickson ~~Doug Williams~~	Ameripride Uniforms

Address	City	State	Zip Code
6025 W. Van Buren St.	Phoenix	AZ	85043

Attested by:

Mary Jo Waddell, City Clerk

CC Number

ACON22707E
Contract Number:

Official File

City Seal
(Rev 02/11/10)

Requested by:

Recommended by: Christine Finney

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed March 22, 2010, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

A CON 22707E

CONTRACT AMENDMENT

Solicitation No: P07-0064 Page 1 of 1
Description: Uniform Rental & Laundry Services
Amendment No: Six (6) Date: 1/31/2011

Materials Management Procurement
9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney

In accordance with Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on 04/30/11. CONTRACT EXTENSION FOUR (4) LAST YEAR OF CONTRACT

THE NEW CONTRACT:

Contract Term: 05/01/11 TO 04/30/12

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	2-3-11	Todd Fredrickson Service Manager	Ameripride Uniforms

Address	City	State	Zip Code
6025 W. Van Buren St.	Phoenix	AZ	85043

Attested by:
Wanda Nelson
Wanda Nelson, City Clerk

02-04-2011
Director: Bill Mattingly, Public Works Director

Dept Rep: Robert Patterson, Facilities Maintenance Supervisor

Ellen Van Riper, Assistant City Attorney
Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed
February 10, 2011, at Peoria, Arizona.

Herman F. Koebergen, Materials Manager

CC Number

ACON22707F
Contract Number:

Official File

City Seal

(Rev 02/11/10)

A CON 22707F

ORIGINAL

CONTRACT AMENDMENT

Solicitation No: **P07-0064** Page 1 of 1
Description: Uniform Rental & Laundry Services
Amendment No: Seven (7) Date: 03/28/12

Materials Management Procurement
9875 N. 85th Ave.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Christine Finney,CPPB

In accordance with Special Terms and Conditions, Contract Extension, the above referenced contract shall expire on **April 30, 2012.** The contract is being extended on a month to month basis, not to exceed six (6) months, **or** until a new contract can be awarded.

Nothing Further

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Signature	Date	Typed Name and Title	Company Name
	4/23/2012	Ron Phares, Service Manager	Ameripride Uniforms

Address	City	State	Zip Code
6025 W. Van Buren	Phoenix	AZ	85043

Attested by:

Wanda Nelson, City Clerk

CC Number

ACON22707G
Contract Number:

Official File

City Seal

Brent Mattingly, Finance Director

Christine Finney 3/28/12
Christine Finney, Buyer II

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

May 2, 2012 at Peoria, Arizona.

Dan Zenko, Materials Management Supervisor

A CON 22707G