



COOPERATIVE PURCHASE AGREEMENT

Cooperative Name:	City of Modesto
Contractor:	Aramark Uniform Services
City of Modesto Agreement Number:	Resolution No. 2018-351 (RFP 1718-42) – Furnishing of Uniform Rental and Laundry Services
City of Modesto Initial Agreement Term:	August 14, 2018, through June 30, 2020 with 3 one-year options to renew. In no event, shall the contract extend beyond five (5) years.
City of Modesto Remaining Options to Renew:	Three (3) one-year renewal options remaining.
City of Stockton Cooperative Purchase Agreement Term:	Start Date: ____ November 1, 2018 ____ End Date: June 30, 2020
City of Stockton Cooperative Purchase Agreement Amount:	Not to Exceed \$204,171.76 over initial term. If extended, not to exceed, \$459,386.46 over four and one-half years

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced City of Modesto Uniform Rental and Laundry Services Agreement, as such may be amended from time to time, and as otherwise agreed to herein. The City of Modesto Contract and associated documents, referenced are incorporated herein as Exhibit A to this City Cooperative Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

In addition to the pricing, terms and conditions stated in the City of Modesto Agreement, Contractor shall, at Contractor's sole cost and expense and for the full-term of the Agreement or any extension thereof, obtain and maintain all the insurance requirements listed in attached Exhibit B.

The Term of this Agreement shall remain in effect through June 30, 2020, unless terminated earlier by the City.

City and Contractor do hereby enter into this Agreement, for the items available in the above-named City of Modesto Uniform Rental and Laundry Services Agreement Number, Exhibit A, and referenced in the attached quote Exhibit C, and Exhibit D. In no way, shall payment during the term of this Agreement to the Contractor, exceed \$204,171.76, with additional options to extend not to exceed, \$459,386.46 over four and one-half years for the furnishing of uniform rental and laundry services. Any person signing this Agreement on behalf of City or Contractor does represent and warrants that he or she has full authority to do so.

This Agreement may be amended only by a written amendment signed by Contractor and City.

CITY OF STOCKTON

Kurt O. Wilson, City Manager

ATTEST:

Christian Clegg, Interim City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

City Attorney,

ARAMARK UNIFORM SERVICES

By: _____

Signature

Tony Salas
Print name

GM
Title

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____

Signature

Robert Moore
Print Name

District Manager
Title

COOPERATIVE DOCUMENTS

MODESTO CITY COUNCIL
RESOLUTION NO. 2018-351**RESOLUTION APPROVING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF UNIFORM AND LAUNDRY SERVICES TO ARAMARK UNIFORM SERVICES, MODESTO, CA, FOR TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, FOR AN ANNUAL COST NOT TO EXCEED \$160,323 AND A TOTAL AMOUNT NOT TO EXCEED \$801,615 OVER FIVE YEARS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT**

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of uniform and laundry services, and

WHEREAS, the Purchasing Division issued RFB 1718-42 for uniform and laundry services for Citywide departments on the City's website under commodity codes for clothing athletic, casual, dress, uniforms blended fabric, uniforms cotton, uniforms synthetic fabric, work clothes, laundry and dry cleaning services, laundry and linen services, and rental or lease services of clothing services, and

WHEREAS, the proposals were formally opened in the City Clerk's office. Three (3) companies choose to respond, one of which was a local vendor. All companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of seven (7) City staff members evaluated and graded the proposals which included a representative from almost every City department, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed \$50,000 for material, equipment or contractual services to be formally bid. The award of proposal and contract for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves the award of proposal for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA for an annual cost not to exceed \$160,323 and a total amount not to exceed \$801,615 over five years.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of August, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Grewal, Kenoyer, Ridenour, Zoslocki

NOES: Councilmembers: Ah You, Madrigal, Mayor Brandvold

ABSENT: Councilmembers: None

ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney



ARAMARK/AUCA Company Background/Information

<p>ARAMARK Holdings Corporation Overview</p>	<p><u>Aramark Corporation</u></p> <p>Aramark is a \$14.8 billion world leader in managed services, with approximately 269,500 employees serving clients and customers in 22 countries. We are a leading provider of a broad range of outsourced services to business, educational, healthcare, and government institutions, sports, entertainment and recreational facilities. We have leadership positions in food and support services as well as uniform and career apparel services. Our success is garnered only by delivering on our promises to our clients and customers and helping them succeed. We do this by creating outsourced service solutions that enable our clients to focus on their core competencies and thereby drive their businesses and institutions forward.</p> <p><i>Ownership:</i></p> <p>Since Aramark's founding in 1959, we have broadened our service offerings and expanded our client base through a combination of organic growth and acquisitions, with the goal of further developing our food, facilities and uniform capabilities, as well as growing our international presence.</p> <p>On January 26, 2007, Aramark delisted from the NYSE in conjunction with a going-private transaction.</p> <p>In May 2012, Eric Foss became the new CEO and President of our company. Previously, Mr. Foss was the CEO of Pepsi Beverages Company and was Chairman and CEO of the publicly-traded Pepsi Bottling Group. Under Mr. Foss' leadership at Aramark, we have introduced a number of initiatives designed to accelerate revenue and profit growth and expand margins.</p> <p>Aramark went public again in December 2013 and is currently a publicly-owned company.</p> <p>Stock Symbol: ARMK</p> <p><i>Experience Management Team:</i></p> <p>Our management team consists of long-tenured Aramark leaders with significant industry experience along with outside leaders with significant Fortune 500 management, consumer/retail and food industry experience. Our CEO and President, Eric Foss, is an experienced Fortune 500 public company CEO. Since joining Aramark in 2012 he has introduced an integrated strategy focusing on growth, productivity, people and delivering on financial commitments. The average tenure of our principal operating leaders is 20 years, with individual tenure ranging from 33 years to less than one year. Our remaining senior management team and</p>
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	<p>business unit presidents' tenure averages 12 years.</p> <p><u>History Overview</u></p> <p>Over the course of our history, Aramark has endeavored to build relationships of trust with thousands of clients around the world. The company offers its clients the most complete, most innovative array of professional services in the marketplace, and thus provides solutions that are customized to each client's unique needs.</p> <ul style="list-style-type: none"> • 1936 – Davre Davidson starts the company in Los Angeles. • 1959 – Company becomes ARA (Automatic Retailers of America). • 1960 – ARA makes debut as a public company. • 1968 – ARA serves its first Summer Olympics in Mexico and acquires District News. • 1969 – ARA officially becomes ARA Services. • 1976 – ARA Services enters the work uniform rental and career apparel industry. • 1983 – Joseph Neubauer elected CEO of ARA Services. • 1984 – Management owns 40% of the company, deflecting hostile takeover. • 2000 – FORTUNE – one of America's 100 Most Admired Companies purchases ServiceMaster. • 2001 – Aramark lists as RMK on NYSE, reaching \$8 Billion in revenue. • 2006 – All outstanding shares are acquired by investors lead by Joseph Neubauer. • 2012 – Eric Foss elected CEO and President of Aramark.
AUCA Overview	<p><u>AUCA Overview</u></p> <p>ARAMARK Uniform & Career Apparel, Inc. is a \$1.5 billion company, comprised of both rental and direct sale business units. Aramark offers a coast-to-coast service through a network of pick-up and delivery routes, cleaning facilities and distribution centers, as well as through a direct sales force. With over 230 rental facilities nationwide, we offer a full array of uniform and allied products, ranging from standard industrial shirts and pants, to complete lines of allied products, dust control, and hygiene solutions (i.e., aprons, towels, mops, mats, continuous roll towels, hands-free hygiene products.)</p>
AUCA Company Name & Address	Aramark Uniform & Career Apparel, LLC. 115 North First Street, Burbank, CA 91502
Company's Dun & Bradstreet number	08-838-9739
Company's Tax ID#	95-3082883



Legal form of your company? (Corporation, LLC, Partnership or Proprietorship)	Corporation. Aramark Uniform & Career Apparel, LLC (a wholly-owned subsidiary of ARAMARK Corporation)
Parent Company Name & Address	Aramark Corporation ARAMARK Tower 1101 Market Street Philadelphia, PA 19107
Ownership status	Public Corporation
Description of ownership structure	AUCA is a wholly-owned subsidiary of AUCA Group and, in turn, AUCA Group is a wholly-owned subsidiary of Aramark Corporation, a public corporation.
Incorporation Information	<u>Aramark Corporation</u> Aramark was first incorporated in Delaware as ARA Services, Inc. in 1959, and then as ARAMARK Corporation in 1994. <u>AUCA</u> Aramark Uniform & Career Apparel, LLC was incorporated in the state of Delaware on March 29, 1976.
Lines of business	Uniform and Textile Services, Food and Refreshment Services, Facilities Services <u>Uniform and Textile Services</u> Our Uniform segment provides uniforms and other garments and work clothes and ancillary items such as mats and shop towels in the United States, Puerto Rico, Canada and through a joint venture in Japan. We operate over 2,600 routes nationally, giving us a broad reach to service our clients' needs. Clients use our uniforms to meet a variety of needs, including: <ul style="list-style-type: none"> • Establishing corporate identity and brand awareness; • Projecting a professional image; • Protecting workers – work clothes can help protect workers from difficult environments such as heavy soils, heat, flame or chemicals; and • Protecting products – uniforms can help protect products against contamination in the food, pharmaceutical, electronics, health care and automotive industries. We provide a full service employee uniform solution, including design, sourcing and manufacturing, delivery, cleaning and maintenance. We rent uniforms, work clothing, outerwear, particulate-free garments and non-garment items and related services, including industrial towels, floor mats, mops, linen products, and paper products to businesses in a wide range of



	industries, including manufacturing, food services, automotive, healthcare, construction, utilities, repair and maintenance services, restaurant and hospitality. In fiscal 2014 our Uniform segment generated \$1.5 billion in sales, or 10% of our total sales.
Number of years in business	78 years (Aramark Corporation - since 1936)
Number of years in the uniform business?	38 years (AUCA - as of March 29, 1976)

Product Quality

Manufacturers:

Aramark Uniform and Career Apparel (AUCA) Manufacturing is the primary supplier for 80% of all standard uniform products that are utilized in our rental programs, and many for direct purchase.

Products we manufacture include, but are not limited to: 65/35 Work Shirts, 100% Cotton Work Shirts, 100% Spun Poly Work Shirts, ImagineKnit Shirts, TeamCasual Knit Shirts, Oxford Executive Shirts, Denim Shirts, Blended Twill Shirts, High Visibility Shirts, 65/35 Work Pants, 100% Cotton DuraPress Work Pants, Pleated Work Pants, Denim Jeans, Short Pants, Pleated Short Pants, 65/35 Coverall, 100% Cotton Coverall, 65/35 Women's Work Pants, Women's Pleated Pants, Smocks, Men's Lab Coats, Counter Coats, Shop Coats, Wraparound Gowns, Butcher's Coats, Chef's Coats, Chef's Pants, Cook's Shirt, Food Processing Pants, Ultra Soft Garments (Shirts, Pants, Coveralls) and Aprons.

If products are not manufactured directly by Aramark, they are purchased from a number of suppliers with whom we have long established relationships. Secondary garment suppliers supplement our product to meet specialized needs of our customers in size, style, color, etc. Non-garment items are purchased from various reputable companies servicing the textile industry. Our suppliers change from time to time, as we work to provide the best product and service to our customers at the best possible price. Secondary supplier list cannot be disclosed as it is proprietary information.

Bulk quantities of non-garment products are typically purchased from our manufacturers and stocked at AUS Distribution Centers to fulfill day-to-day orders. Individual Market Centers also keep supplies on hand for immediate delivery needs.

Brand specifications and brochures:

See attached catalogs

Sizes including extra-tall shirt lengths:

Pants men's sizes 28-60 in waist and 26-36 in length.

Pants women's sizes 2-26 in waist and 26-36 in length.

Shirts men's S-6XL this includes extra tall.

Shirts women's XS-4XL

Coveralls 38-64 including tall sizes.

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Warranties:

How do you determine when an item is taken out of service?

From Aramark's 38+ years of processing and upgrading garments and textiles, we have learned that garment grading is not an exact science. In regards to garments, the ultimate determinant for what is serviceable is the customer's scrutiny. What one customer may consider a serviceable garment, another may consider a ruined garment or a garment damaged beyond repair. In all cases, the City of Modesto location manager will be given the ultimate opportunity to decide whether a garment or textile should be kept in service.

In the event that The City of Modesto location manager feels that an item should be taken out of service, ARAMARK will replace garments due to normal wear and tear at no cost to you on all garments through our Continuous Upgrade Program. Different job requirements will help determine garment service life. ARAMARK will replace worn garments at no charge under "normal wear" conditions, based on the parameter of each specific job requirement. ARAMARK will continuously and automatically upgrade garments through our Route Representative, Garment Inspectors and periodic quality visitations by District Managers. This helps maintain a consistency of high quality image.

Do you have a procedure/policy in place for product returns?

Yes. For a rental program, if there is a defect in material or workmanship due to a production error on our part, Aramark will repair or replace the item at no charge to The City of Modesto. We will also make every effort to correct any service issues within 24 hours of receiving the service concern

Does your company offer a warranty/guarantee policy on delivered goods?

Yes. Aramark guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Aramark shall provide you with merchandise freshly laundered, processed, mended and finished in accordance with the generally accepted standards of the textile industry. Aramark will continually inspect and identify merchandise in need of repair or replacement, and repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you."

We recognize that all items will wear differently and the normal "wear and tear" of items will vary by particular job application. For this reason Aramark will replace items on an as needed rather than a pre-scheduled basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.

Supply Chain Quality Control

To assure that only first quality garments are manufactured, Aramark has a quality control program in place that sets the standard for the industry. This is a Statistical Quality Control program based on MIL SPEC 105D Level E. Under this program, a portion of each operator's work is monitored on a random basis. This information is collected by Q.C. inspectors using "state-of-the-art" handheld computers and

is immediately evaluated. A strictly enforced procedure is followed whenever an error is found to assure that the problem is corrected. This quality monitoring is done at every operation.

Final audits are performed on random bundles of work selected from each style. The number of garments audited depends upon the size of the lot. This final random audit is done to further assure quality before garments leave the plant. If any errors are detected at this level, they are corrected prior to shipment. If the allowable statistical error rate is exceeded, the entire lot is returned for 100% inspection. Simply put, the product will be rejected if its appearance or functionality is significantly affected by a defect; if measurements, tolerances, fabric or component specifications and lab testing requirements are not met; or if the defect represents a potential safety hazard.

All Aramark vendors and manufacturers are provided with our Merchandise Specification Guide, which outlines the corporate policies, standards and quality control processes that we expect all to adhere to. Additionally, a two-page compliance form has been developed to ensure the product development program is properly established and maintained with all expected responsibilities listed.

Service Quality

Service guarantee

We are committed to meet and exceed our customers' expectations. Following are other distinguishing service capabilities that set Aramark apart from the rest of the competition.

Market Leader in Managed Services Industry

- FORTUNE magazine Ranked Aramark #1 in Diversified Outsourcing
- Aramark was ranked number one in its industry in FORTUNE magazine's 2016 list of "America's Most Admired Companies," consistently ranking since 1998, as one of the top three most admired companies in its industry as evaluated by peers and analysts.

Image

- Aramark offers the widest selection and most comfortable garments in the industry – bar none! Our ARASOFT brand garments are the softest, most durable garments in the uniform rental industry.
- Aramark manufactures most of the garments we supply to our rental customers, which drives our costs down and, thus, makes it possible to pass on these savings to our customers.

- Aramark will replace garments due to normal wear and tear throughout the life of our contract based on a location's request.

Total Cost Management

- Aramark will conduct site assessments at each location, set benchmarks based on the prior uniform program, and we will continually work with The City of Modesto to drive those costs below previous suppliers' costs location by location.
- Aramark will conduct monthly financial audits to ensure pricing integrity. This will be done and sent to the City of Modesto by the 15th of each month. Aramark will partner with the City of Modesto to ensure total spend stays on track with current purchase order(s).

Highest Route Driver Tenure in Industry

- Our Route Sales Representatives have the lowest turnover in the industry, and are also the highest paid drivers in the industry. Average tenure is 9.5` years. Drivers are held directly accountable for every account they service.
- Aramark's RSRs are utilizing the newest handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions that benefit our business and our customers.
- Aramark's RSRs are fully trained on our S.T.O.P. service process
 - S- say hello and check in with the location contact that signs the invoice
 - T-take care of business by servicing the account
 - O-offer samples of any items that could benefit and or enhance the customers service needs
 - P-present and review invoice

Innovative Technology

- Aramark continues to be an industry leader in the development of innovative technologies and products. Aramark's proprietary Install Tracker, wastewater treatment technologies (ECOLAB), customer employee purchase tracking, and handheld PCs are several of the system innovations which have made us a technological leader in the industry. In addition, we are committed to product innovations and service enhancements to proactively address our changing customers' needs and industry.

Industry Leaders in Wastewater Treatment

- Aramark's Environmental Engineering department leads the industry in development of technologies and procedures for the treatment of wastes and wastewater, and for the safe handling of customers' soiled merchandise. As necessary, we have installed full physical / chemical wastewater treatment systems to remove dissolved oil and grease and other priority pollutants, such as heavy metals and organic compounds. In addition, over the past three years, Aramark has committed to the conversion of liquid chemistry from dry. This provides for accurate dosing of detergents in the washwheel, safer operation, and consistent quality.

Proactive Performance Metrics

- Aramark will set goals with The City of Modesto management team to monitor and make process improvements on a quarterly basis. These goals will be driven down to a local level and will be reviewed by both local The City of Modesto and ARAMARK management. Once The City of Modesto approves the changes, Aramark will be committed to implementing them.
- Customer Satisfaction Measurement is conducted annually by a third-party organization to assess the satisfaction level with the service Aramark provides.

Aramark's *Quality Control Monitoring Program* (QCM) is a communication tool that provides customers the opportunity to evaluate performance on a quarterly basis. The program entails quarterly visits by a District Manager to review and evaluate all elements of the uniform program. By allowing our customer's to evaluate our services on a regular basis, Aramark is taking a proactive and ongoing approach at managing the quality of products and service performance. As part of our effort to continuously improve our service, we track different aspects of our merchandise, service and overall performance.

The QCM Program is designed for local Market Centers to stay abreast of performance for their largest 52 customers in each district; however, upon finalizing the *Uniform Service Agreement*, a customer may request that these surveys be taken regardless of the size of the customer's location for all locations in your regional program.

Inventory Control Bar Code System

Here are the key points of Aramark's garment tracking system:

- Utilizes bar code labels
- Process tracking by garment
- Superior inventory management
- Shortage reduction
- Mending and repair flagging
- Total garment history
- Activity reporting
- No additional cost

- Sample reports attached

Garment replacement and repair program

Aramark utilizes a "Customer Quality Assurance Program" that is designed to measure the effectiveness of the inspection components and predict the approximate ship quality of garments going to its customers. It also provides details useful in improving and maintaining acceptable defect levels. Most "defects" are the result of customer use of product rather than an incorrect production step. Thus, internal and external defects are addressed to insure a constant quality level. Also, the program focuses on issues beyond repairs, such as stains, poor finish, etc. that adversely affect customer satisfaction. As these are defined, they are marked and counted as defects.

Garments are inspected at each point in the production process. Of the garments inspected, 10% are then re-inspected by another person. A total of 85% of the repairs made are the result of our in-house inspection process. Garments are reviewed for rips, missing/broken buttons, broken zippers, loose name/company emblems, stains, faded garments, missing I.D. tags, torn crotch seams, missing fly stitching, torn front pockets and cleanliness. In addition, garments with repair tags are kept together and repaired after they are washed. A final review takes place when the route driver prepares his route for delivery.

Upon weekly pick-ups at customer locations, Aramark inspects each garment and textile as it is processed in the plant prior to delivery; garments and textiles needing repairs get repaired and delivered the same week; garments and textiles needing replacement get replaced with good-used or new garments and textiles. All new installations will be installed with new garments and textiles. This process is ongoing and continuous from the first day of service.

Loss and replacement rate

Listed on the pricing schedule page of the RFP.

Damage insurance

Aramark provides "Easy Care" for its garment customers.

Program highlights:

- **What is Easy Care?**

Easy Care is a program that helps make managing your uniform program as hassle free as possible. Instead of being charged for each garment item that is ruined; a nominal fee per garment is charged each week. This predictability will help level your weekly invoice and allow you to spend more time focusing on your business.

- **How does Easy Care work?**

With Easy Care you can expect your Route Sales Representative to help ensure that each weekly delivery includes replacement of covered garments that were ruined so you won't be short-handed. The last thing you want to deal with is a frustrated employee who doesn't have enough uniforms. Easy Care provides the peace of mind you need to focus on what really matters, the success of your business.

- **How much does Easy Care cost?**

The program fees are pennies per week per garment. Pricing will depend on the garment and fabric type. The program does not cover intentional abuse, lost garments and non-garment merchandise. The weekly rental rates for these items are listed on the pricing schedule page of the RFP.

Additional charges

No additional charges will apply.

Trade-in program

Not available at this time

Reports-Variou Usage Reports

See attached

Contingency Service Plan

Yes, Aramark has a Disaster Recovery Plan in place to respond to unexpected disaster or emergency situations. A copy of our Disaster Recovery Plan can be provided upon your request (available in hard copy only). The plan provides problem scenarios and the Market Center's reaction in the following areas:

- Loss of Public Utilities
- Loss of Transportation
- Loss of Supply Chain
- Loss of Systems and Equipment
- Loss of Sanitation Services
- Market Center Closure

Aramark also has a Strike Contingency Plan that provides detailed information on appropriate actions to take during a strike. This document can also be provided upon request (available in hard copy only).

Document Highlights

- Picketing Do's and Don'ts
- Points of Vulnerability
- Coordinating Watch Teams
- Job Duties & Replacement Workers
- Security Guard Procedure
- Contingency Plan Forms
- Background Information on Strikes and Operations

Complaint Procedure

Customer Service Care Center

Aramark has extended the Customer Service Care Center's operational hours from 6:00AM ET – 8:00PM ET. Simply call 1-800-ARAMARK to speak with an Aramark Customer Care representative.

Response and Recovery Process

1. Customer contacts Customer Service Center.
2. A Customer Service Representative works to resolve customer's concern. Approximately 25% of all concerns are resolved by a Customer Service Representative.
3. If the reason for the contact cannot be resolved, a Service Request form is created and sent to the Field Service Management Team.
4. The FSMT will communicate with customer and resolve concern before close of business same day or have an agreeable action plan for resolution in place before close of business same day.
5. The Customer Service Representative will follow up on any open Service Requests until resolution.
6. The FSMT must confirm through the Service Request once the customer concern has been resolved.
7. The Customer Service Representative will contact the customer to confirm resolution and satisfaction.
8. If resolution did not happen and/or customer is not satisfied, the Service Request will be re-opened and escalated to next level management team to address and resolve.

1-800-ARAMARK

Garment Rental Insurance

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- **How does Easy Care work?**

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In the event that The City of Modesto location manager feels that an item should be taken out of service, ARAMARK will replace garments due to normal wear and tear at no cost to you on all garments through our Continuous Upgrade Program. Different job requirements will help determine garment service life. ARAMARK will replace worn garments at no charge under "normal wear" conditions, based on the parameter of each specific job requirement. ARAMARK will continuously and automatically upgrade garments through our Route Representative, Garment Inspectors and periodic quality visitations by District Managers. This helps maintain a consistency of high quality image.

Do you have a procedure/policy in place for product returns?

Yes. For a rental program, if there is a defect in material or workmanship due to a production error on our part, Aramark will repair or replace the item at no charge to The City of Modesto. We will also make every effort to correct any service issues within 24 hours of receiving the service concern

Does your company offer a warranty/guarantee policy on delivered goods?

Yes. Aramark guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Aramark shall provide you with merchandise freshly laundered, processed, mended and finished in accordance with the generally accepted standards of the textile industry. Aramark will continually inspect and identify merchandise in need of repair or replacement, and repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you."

We recognize that all items will wear differently and the normal "wear and tear" of items will vary by particular job application. For this reason Aramark will replace items on an as needed rather than a pre-scheduled basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.

Supply Chain Quality Control

To assure that only first quality garments are manufactured, Aramark has a quality control program in place that sets the standard for the industry. This is a Statistical Quality Control program based on MIL SPEC 105D Level E. Under this program, a portion of each operator's work is monitored on a random basis. This information is collected by Q.C. inspectors using "state-of-the-art" handheld computers and

is immediately evaluated. A strictly enforced procedure is followed whenever an error is found to assure that the problem is corrected. This quality monitoring is done at every operation.

Final audits are performed on random bundles of work selected from each style. The number of garments audited depends upon the size of the lot. This final random audit is done to further assure quality before garments leave the plant. If any errors are detected at this level, they are corrected prior to shipment. If the allowable statistical error rate is exceeded, the entire lot is returned for 100% inspection. Simply put, the product will be rejected if its appearance or functionality is significantly affected by a defect; if measurements, tolerances, fabric or component specifications and lab testing requirements are not met; or if the defect represents a potential safety hazard.

All Aramark vendors and manufacturers are provided with our Merchandise Specification Guide, which outlines the corporate policies, standards and quality control processes that we expect all to adhere to. Additionally, a two-page compliance form has been developed to ensure the product development program is properly established and maintained with all expected responsibilities listed.

Service Quality

Service guarantee

We are committed to meet and exceed our customers' expectations. Following are other distinguishing service capabilities that set Aramark apart from the rest of the competition.

Market Leader in Managed Services Industry

- FORTUNE magazine Ranked Aramark #1 in Diversified Outsourcing
- Aramark was ranked number one in its industry in FORTUNE magazine's 2016 list of "America's Most Admired Companies," consistently ranking since 1998, as one of the top three most admired companies in its industry as evaluated by peers and analysts.

Image

- Aramark offers the widest selection and most comfortable garments in the industry – bar none! Our ARASOFT brand garments are the softest, most durable garments in the uniform rental industry.
- Aramark manufactures most of the garments we supply to our rental customers, which drives our costs down and, thus, makes it possible to pass on these savings to our customers.
- Aramark will replace garments due to normal wear and tear throughout the life of our contract based on a location's request.

Total Cost Management

- Aramark will conduct site assessments at each location, set benchmarks based on the prior uniform program, and we will continually work with The City of Modesto to drive those costs below previous suppliers' costs location by location.
- Aramark will conduct monthly financial audits to ensure pricing integrity. This will be done and sent to the City of Modesto by the 15th of each month. Aramark will partner with the City of Modesto to ensure to total spend stays on track with current purchase order(s).

Highest Route Driver Tenure in Industry

- Our Route Sales Representatives have the lowest turnover in the industry, and are also the highest paid drivers in the industry. Average tenure is 9.5` years. Drivers are held directly accountable for every account they service.
- Aramark's RSRs are utilizing the newest handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions that benefit our business and our customers.
- Aramark's RSRs are fully trained on our S.T.O.P. service process
 - S- say hello and check in with the location contact that signs the invoice
 - T-take care of business by servicing the account
 - O-offer samples of any items that could benefit and or enhance the customers service needs
 - P-present and review invoice

Innovative Technology

- Aramark continues to be an industry leader in the development of innovative technologies and products. Aramark's proprietary Install Tracker, wastewater treatment technologies (ECOLAB), customer employee purchase tracking, and handheld PCs are several of the system innovations which have made us a technological leader in the industry. In addition, we are committed to product innovations and service enhancements to proactively address our changing customers' needs and industry.

Industry Leaders in Wastewater Treatment

- Aramark's Environmental Engineering department leads the industry in development of technologies and procedures for the treatment of wastes and wastewater, and for the safe handling of customers' soiled merchandise. As necessary, we have installed full physical / chemical wastewater treatment systems to remove dissolved oil and grease and other priority pollutants, such as heavy metals and organic compounds. In addition, over the past three years, Aramark has committed to the conversion of liquid chemistry from dry. This provides for accurate dosing of detergents in the washwheel, safer operation, and consistent quality.

Proactive Performance Metrics

- Aramark will set goals with The City of Modesto management team to monitor and make process improvements on a quarterly basis. These goals will be driven down to a local level and will be reviewed by both local The City of Modesto and ARAMARK management. Once The City of Modesto approves the changes, Aramark will be committed to implementing them.
- Customer Satisfaction Measurement is conducted annually by a third-party organization to assess the satisfaction level with the service Aramark provides.

Aramark's *Quality Control Monitoring Program* (QCM) is a communication tool that provides customers the opportunity to evaluate performance on a quarterly basis. The program entails quarterly visits by a District Manager to review and evaluate all elements of the uniform program. By allowing our customer's to evaluate our services on a regular basis, Aramark is taking a proactive and ongoing approach at managing the quality of products and service performance. As part of our effort to continuously improve our service, we track different aspects of our merchandise, service and overall performance.

The QCM Program is designed for local Market Centers to stay abreast of performance for their largest 52 customers in each district; however, upon finalizing the *Uniform Service Agreement*, a customer may request that these surveys be taken regardless of the size of the customer's location for all locations in your regional program.

Inventory Control Bar Code System

Here are the key points of Aramark's garment tracking system:

- Utilizes bar code labels
- Process tracking by garment
- Superior inventory management
- Shortage reduction
- Mending and repair flagging
- Total garment history
- Activity reporting
- No additional cost
- Sample reports attached

Garment replacement and repair program

Aramark utilizes a "Customer Quality Assurance Program" that is designed to measure the effectiveness of the inspection components and predict the approximate ship quality of garments going to its customers. It also provides details useful in improving and maintaining acceptable defect levels. Most "defects" are the result of customer use of product rather than an incorrect production step. Thus, internal and external defects are addressed to insure a constant quality level. Also, the program focuses on issues beyond repairs, such as stains, poor finish, etc. that adversely affect customer satisfaction. As these are defined, they are marked and counted as defects.

Garments are inspected at each point in the production process. Of the garments inspected, 10% are then re-inspected by another person. A total of 85% of the repairs made are the result of our in-house inspection process. Garments are reviewed for rips, missing/broken buttons, broken zippers, loose name/company emblems, stains, faded garments, missing I.D. tags, torn crotch seams, missing fly stitching, torn front pockets and cleanliness. In addition, garments with repair tags are kept together

and repaired after they are washed. A final review takes place when the route driver prepares his route for delivery.

Upon weekly pick-ups at customer locations, Aramark inspects each garment and textile as it is processed in the plant prior to delivery; garments and textiles needing repairs get repaired and delivered the same week; garments and textiles needing replacement get replaced with good-used or new garments and textiles. All new installations will be installed with new garments and textiles. This process is ongoing and continuous from the first day of service.

Loss and replacement rate

Listed on the pricing schedule page of the RFP.

Not available at this time

Reports-Variou Usage Reports

See attached

Contingency Service Plan

Yes, Aramark has a Disaster Recovery Plan in place to respond to unexpected disaster or emergency situations. A copy of our Disaster Recovery Plan can be provided upon your request (available in hard copy only). The plan provides problem scenarios and the Market Center's reaction in the following areas:

- Loss of Public Utilities
- Loss of Transportation
- Loss of Supply Chain
- Loss of Systems and Equipment
- Loss of Sanitation Services
- Market Center Closure

Aramark also has a Strike Contingency Plan that provides detailed information on appropriate actions to take during a strike. This document can also be provided upon request (available in hard copy only).

Document Highlights

- Picketing Do's and Don'ts
- Points of Vulnerability
- Coordinating Watch Teams
- Job Duties & Replacement Workers
- Security Guard Procedure
- Contingency Plan Forms
- Background Information on Strikes and Operations

Complaint Procedure

Customer Service Care Center

Aramark has extended the Customer Service Care Center's operational hours from 6:00AM ET – 8:00PM ET. Simply call 1-800-ARAMARK to speak with an Aramark Customer Care representative.

Response and Recovery Process

1. Customer contacts Customer Service Center.
2. A Customer Service Representative works to resolve customer's concern. Approximately 25% of all concerns are resolved by a Customer Service Representative.
3. If the reason for the contact cannot be resolved, a Service Request form is created and sent to the Field Service Management Team.
4. The FSMT will communicate with customer and resolve concern before close of business same day or have an agreeable action plan for resolution in place before close of business same day.
5. The Customer Service Representative will follow up on any open Service Requests until resolution.
6. The FSMT must confirm through the Service Request once the customer concern has been resolved.
7. The Customer Service Representative will contact the customer to confirm resolution and satisfaction.
8. If resolution did not happen and/or customer is not satisfied, the Service Request will be re-opened and escalated to next level management team to address and resolve.

1-800-ARAMARK



CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

FOR

UNIFORM AND LAUNDRY SERVICES

PROPOSAL OPENING: April 3, 2018 at 11:00 A.M.

CITY OF MODESTO CONTACT:
E-MAIL ADDRESS:
PHONE:

Cindy Medley, Buyer
cmedley@modestogov.com
(209) 571-5164

CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Modesto, County of Stanislaus, State of California, will receive at the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 sealed proposals for the furnishing of uniform and laundry services for the City of Modesto.

All equipment, materials, and supplies shall be furnished F.O.B. City of Modesto. Proposals shall be submitted on the proposal sheet provided and it is *highly recommended all documents be downloaded from the City's Purchasing website* at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

Each proposal shall be sealed and filed with the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 no later than ***Tuesday, April 3, 2018 at 11:00 A.M.***, at which time proposals will be opened, read and recorded. All proposals shall be available for review following City Council award approval at the Purchasing Division, 1010 Tenth Street, 5th Floor, Suite 5300, Modesto, CA 95354.

Proposals will be received only at the address shown above, **and prior to the time indicated**. Any proposal received at or after said time and/or date, or at a place other than the stated address cannot be considered and will be returned to the proposer unopened.

All proposals, whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The City Clerk's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The City of Modesto assumes no responsibility for delay in the delivery of the proposal.

On the outside of **both the proposal envelope and courier envelope**, the proposer shall indicate the following:

NAME AND ADDRESS OF PROPOSER
SPECIFICATION NUMBER 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

MAIL TO: CITY CLERK
CITY OF MODESTO
P.O. BOX 642
MODESTO, CA 95353

COURIER TO: CITY CLERK
CITY OF MODESTO
1010 10TH STREET, SUITE 6600
MODESTO, CA 95354

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

No proposer may withdraw his/her proposal for a period of one-hundred twenty (120) days after the date set for the opening thereof.

CITY CONTACTS

All questions regarding these specifications, terms, and conditions shall be submitted in writing to Cindy Medley, Buyer, via email at: cmedley@modestogov.com.

All contacts during the proposal process shall be through the Purchasing Division. Attempts by the proposer to contact department representatives may result in disqualification of the proposer from the proposal process.

CALENDAR OF EVENTS

Event	Date
Proposal Issued	March 15, 2018
Written Questions Due	March 20, 2018
Addendum Issued (if required)	March 23, 2018
Response Due	<u>BEFORE</u> 11:00 A.M. on Tuesday, April 3, 2018
Proposal Award Date	June 12, 2018

Note: Award date is approximate.

Note: Deliver or mail proposals to the referenced address, only, as indicated in the Notice to proposers.

It is *highly recommended* all documents be downloaded from the City's Purchasing website at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the proposer certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

OFFER AND ACCEPTANCE:

Seller represents his/her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Seller agrees that Seller's Order Acknowledgement terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or her designated agent and issued to Seller constitutes written notification to Seller of City's rejection of any and all of Seller Order Acknowledgements, counter offers and change to the City's terms and conditions.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

The City is soliciting proposals from qualified proposers to furnish its requirements per the specifications, terms and conditions contained in the above referenced proposal number. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

- 1. Preparation of Proposals:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the proposal. (b) Quote price as specified in proposal. No alterations or changes of any kind shall be permitted to the Proposal Form. Responses that do not comply shall be subject to rejection in total.
- 2. Failure to Submit Proposal:** If you are not submitting a proposal but want to remain on the mailing list and receive future proposals, complete, sign and return this Proposal Acknowledgement and state the reason you are not pricing.
- 3. Taxes and Freight Charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the proposal. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
- 4. Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the City may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
- 5. Patent Indemnity:** Proposers who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
- 6. Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the proposer's expense.
- 7. Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the proposer in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the proposer with its proposal, the City may reject the same, and it shall thereupon become the duty of the proposer to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the proposer fail, neglect or refuse so to do the City shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the proposer fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the proposer. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
- 8. Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the City at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.
- 9. California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
- 10. No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
- 11. One "Inked" Signed Original Proposal Document Required:** Failure to furnish one "inked" signed original proposal document may result in disqualification.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Firm:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Address:	1617 Jim Way
City/State/Zip:	Modesto CA. 95358
Signature/Title/Date:	General Manager 4-2-2018

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GARMENTS

(Annual Cost is - Number of Employees x Plan Weekly Cost x 52 Weeks = Plan Annual Cost)

Description	No. of Employees	Plan Weekly Cost	Plan Annual Cost
Plan A: Seven (7) cotton coveralls and launder three (3) cotton coveralls each week	5	\$.93 /Wk	\$ 241.80 /Yr
Plan B: Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week	190	\$ 2.75 /Wk	\$ 27,170.00 /Yr
Plan C: Eleven (11) shirts and launder five (5) shirts per week	20	\$ 1.32 /Wk	\$ 1,372.80 /Yr
Plan D: Six (6) shirts and launder three (3) weekly	3	\$.72 /Wk	\$ 112.32 /Yr
Plan E: Seven (7) shirts, seven (7) pants and launder four (4) shirts and four (4) pants each week	20	\$ 1.75 /Wk	\$ 1,820.00 /Yr
Plan F: Five (5) lab coats and launder two (2) each week	3	\$.75 /Wk	\$ 117.00 /Yr
Plan G: Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls	77	\$ 2.75 /Wk	\$ 11,011.00 /Yr
Plan H: One coverall per year. Employee to launder	13	\$.31 /Wk	\$ 209.56 /Yr
Plan I: Eleven (11) shirts, eleven (11) pants and 2 coveralls and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed	144	\$ 3.37 /Wk	\$ 25,234.56 /Yr
Plan J: Eleven (11) pants, launder five (5) pants each week	1	\$ 2.75 /Wk	\$ 143.00 /Yr
Plan K: Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week	6	\$ 3.27 /Wk	\$ 739.44 /Yr
Total Annual Cost:			\$ 68,171.48

Company Name (Proposer):

Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

MATERIALS RENTAL COST (Annual Cost is – Annual Quantity x Unit Cost x 52 Weeks = Annual Cost)				
Description	Estimated Annual Qty	Unit	Unit Cost	Annual Cost
Bed Linen, Flat Sheet, Twin, Percale T180 55/45 Cotton-Poly Blend, 66" x 110", White	8,580	Each	\$.50 /Ea	\$ 4,290.00 /Yr
Bed Linen, Pillow Slip, Percale T180 55/45 Cotton-Poly Blend, 42" x 34", White	6,656	Each	\$.25 /Ea	\$ 1,664.00 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 4'	5,148	Each	\$.95 /Ea	\$ 4,890.60 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 10'	3,432	Each	\$ 2.95 /Ea	\$ 10,124.40 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 4' x 6'	2,600	Each	\$ 1.95 /Ea	\$ 5,070.00 /Yr
Safety Slogan Door Mat, 3' x 4'	364	Each	\$.95 /Ea	\$ 345.80 /Yr
Safety Slogan Door Mat, 3' x 5'	468	Each	\$.95 /Ea	\$ 444.60 /Yr
Safety Slogan Door Mat, 4' x 6'	52	Each	\$ 1.95 /Ea	\$ 101.40 /Yr
Quality Slogan Door Mat, 3' x 4'	104	Each	\$.95 /Ea	\$ 98.80 /Yr
Scaper Mat, Rubber, Slip-Resistant, 3' x 5'	1,872	Each	\$.95 /Ea	\$ 1,778.40 /Yr
Scaper Mat, Rubber, Slip-Resistant, 4' x 6'	156	Each	\$ 1.95 /Ea	\$ 304.20 /Yr
Stand'n Comfort Anti-Fatigue Mat, Nitrile Rubber, 3' x 5'	884	Each	\$.95 /Ea	\$ 839.80 /Yr
Dyna Mat, Anti-Fatigue, Rubber, 3' x 5'	780	Each	\$.95 /Ea	\$ 741.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 3' x 10'	208	Each	\$ 5.00 /Ea	\$ 1,040.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 4' x 6'	312	Each	\$ 4.00 /Ea	\$ 1,248.00 /Yr
Seat Cover, 50% Cotton/50% Polyester Blend Woven Sateen, Color: Tan, 54" x 60"	728	Each	\$.29 /Ea	\$ 211.12 /Yr
Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 22"	156	Each	\$.30 /Ea	\$ 46.80 /Yr

ATTACHMENT A

Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 36"	936	Each	\$.45 /Ea	\$ 421.10 /Yr
Mop, Wet, Large, Synthetic, 100% Synthetic Yarn	104	Each	\$ 1.25 /Ea	\$ 130.00 /Yr
Towel, Glass, 100% Cotton, White w/ Red Border Stripe, 16" x 28"	1,924	Each	\$.06 /Ea	\$ 115.44 /Yr
Towel, Bar, 100% Cotton Ribbed Terry, White, 16" x 19"	15,600	Each	\$.06 /Ea	\$ 936.00 /Yr
Towel, Standard Bath, 100% Cotton Terry, White, 24" x 50"	26,000	Each	\$.16 /Ea	\$ 4,160.00 /Yr
Wipes, Microfiber, 80% Polyester/20% Polyamide, 16" x 16"	13,416	Each	\$.07 /Ea	\$ 939.12 /Yr
Towel, Shop, 100% Cotton Osnaburg, 18" x 18"	64,948	Each	\$.03 /Ea	\$ 1,948.44 /Yr
Total Annual Cost:			\$ 41,889.02	

Pricing shall be F.O.B. destination, Modesto, CA. Any freight/delivery charges shall be included in unit price.

The above stated pricing is net to the City, inclusive of Federal Excise tax, California State, Local, Sales and Use tax.

The above stated pricing is subject to Zeropercent (0 %) cash discount if invoice is paid within _____ days after receipt of order.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

UNIFORM RENTAL COST	
Description	Rental Per Week
Coveralls, 100% Cotton	\$.31 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$.15 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$.15 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$.20 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$.24 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$.28 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$.34 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$.30 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$.55 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$.14 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$.15 /Pr
Pants, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$.17 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$.22 /Pr
Pants, Men's, Indura Flame-Resistant, 100% FR Cotton	\$.29 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$.20 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea
Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea

ATTACHMENT A

Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$.29	/Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$.15	/Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$.15	/Ea

Emblem Replacement and Installation Cost	\$ 0.00	Ea
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Other Charges		
Description	Up-charge Unit Cost	
Extra long shirt in lieu of standard length shirt	\$ 0.00	/Un
Lab Coat in lieu of Coveralls	\$ 0.00	/Un
	\$	/Un
	\$	/Un
	\$	/Un
	\$	/Un
Reflective Material on Shirts	\$ 0.00	/Un

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Replacement Garments Cost (Damaged by City)		Damage Insurance Program Cost
Description	Unit Cost	Unit Cost
Coveralls, 100% Cotton	\$ 22.00 /Pr	\$.13 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$ 10.00 /Ea	\$.06 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$ 10.00 /Ea	\$.06 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 8.00 /Pr	\$.06 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$ 10.00 /Pr	\$.06 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$ 12.00 /Pr	\$.13 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$ 14.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$ 18.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$ 16.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$ 35.00 /Pr	\$.13 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$ 12.00 /Pr	\$.13 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$ 10.00 /Pr	\$.06 /Pr
Pant, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$ 15.00 /Pr	\$.06 /Pr
Pants, Men's, indura Flame-Resistant, 100% FR Cotton	\$ 35.00 /Pr	\$.13 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea

ATTACHMENT A

Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$ 25.00 /Ea	\$.13 /Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$ 10.00 /Ea	\$.06 /Ea

Damage Insurance Program:

- If the garment is damaged it will be replaced without being charged the replacement rate for the garments.
- If an employee leaves and all the garments are damaged, ripped and or stained there will be no cost associated with those garments.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.		
By (Person Submitting Proposal): Tony Salas		(Print)
By (Person Submitting Proposal):		(Signature)
Title of Person Submitting Proposal: General Manager		
Business Address (City/State/Zip): 1617 Jim Way Modesto CA. 95358		
E-Mail Address: Salas-Tony@aramark.com		
Tel No.: (916) 737-6287	Fax No.:	Date: 4-2-2018

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Exceptions, Clarifications, Amendments

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Company Name (Proposer):

REFERENCES

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

All proposers must provide a list of three (3) current or former clients in the area provided below, identifying prior experience with the same type of services requested by the City under **Scope of Work**. References shall have similar volume and requirements to those outlined in these specifications, terms and conditions. Proposer's failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the Proposers' performance record on services similar to that described in this proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	City of Sacramento
Address:	915 I Street
City, State, Zip Code:	Sacramento CA 95814
Contact Person:	Marc Robles
Telephone Number:	(916) 808-6343
Email Address:	mrobles@cityofsacramento.org
Type of Business:	Municipality
Date of Service:	8-2013 to present
Annual Contract Value	\$ 300,000 Annually

Company Name:	Cal Trans
Address:	34th and Stockton Blvd.
City, State, Zip Code:	Sacramento CA 95816
Contact Person:	Gabe Nelson
Telephone Number:	(916) 227-9691
Email Address:	gabe.nelson@dot.ca.gov
Type of Business:	Municipality
Date of Service:	10-2003 to present
Annual Contract Value	\$ \$300,000 Annually

Company Name:	Hilmar Cheese
Address:	9001 N Lander Ave
City, State, Zip Code	Hilmar CA. 95324
Contact Person:	Alyssa Gier
Email Address:	agier@himarcheese.com
Telephone Number:	(209) 656-3273
Type of Business:	Cheese company
Date of Service:	12-2010 to present
Annual Contract Value	\$ 450,000 annually

Company Name (Proposer):	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
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FINANCIAL INTEREST DISCLOSURE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

FINANCIAL INTEREST DISCLOSURE

REQUIRED DISCLOSURE BEGINNING THE COUNCIL MEETING

OF JANUARY 7, 2003

The ordinance requiring financial interest disclosure by all parties having a direct or indirect interest of \$2,000 or more (except for certain publicly traded companies) will be effective at the Council meeting of January 7, 2003. This means that any Council action on a contract, agreement or development right must be accompanied by a FINANCIAL INTEREST DISCLOSURE FORM listing by name all parties that have a material financial interest in the agreement, contract or development right.

PLEASE NOTE, any Council action that requires a FINANCIAL INTEREST DISCLOSURE cannot be considered by the City Council until the required reporting is made. That means that Agenda Items without the DISCLOSURE will be removed from the Council Agenda.

FINANCIAL INTEREST DISCLOSURE

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than \$2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.
2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than \$2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

APPLICANT'S NAME (SIGNATURE):

Tony Salas General Manager
APPLICANT'S NAME/TITLE (PRINT):

Applicable Names:

DATE:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

FINANCIAL INTEREST DISCLOSURE

COMPANY NAME: _____

NAMES

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

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Signature / Print: _____

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ATTACHMENT A

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

SUPPORT OF LOCAL VENDORS

REQUEST FOR DECLARATION
of
LOCAL BUSINESS

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

☒ I declare I am a local business per the above criteria

SUPPORT OF LOCAL VENDORS
DECLARATION OF ELIGIBILITY

Company Name:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Street Address:	1617 Jim Way Modesto CA
Telephone Number:	(209) 552-4215
Business License Number:	0002573502

Under penalty of perjury, The Undersigned declares that the foregoing information is true and correct:

Print/Type Name:	Tony Salas
Title:	General Manager
Signature:	
Date:	4-2-2018

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

COMPANY HISTORY STATEMENT

Your company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

The company history statement shall be prepared on company letterhead and provided with the proposal submittal.

CATALOGS

Proposer shall furnish a complete set of color catalogs depicting lab coats, coveralls, pants and shirts, submitted with their proposal. One complete set of catalogs shall be provided with each proposal (original and copies).

PRODUCT QUALITY

Proposer shall provide information regarding the overall quality of the garments proposed. Lab Coats, Coveralls, Pants and Shirts. Include at a minimum:

- Manufacturers
- Brand specifications and brochures
- Sizes including extra-tall shirt lengths
- Warranties

SERVICE QUALITY

Proposer shall provide an overview of their customer service program. Include at a minimum:

- Service guarantee
- Inventory control (Bar Code/RFI Tracking System)
- Garment replacement and repair program
- Loss and replacement rate
- Damage Insurance (if applicable)
- Additional charges
- Trade-in program
- Reports – Various Usage Reports

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

CONTINGENCY SERVICE PLAN

Proposer shall have a Contingency Service Plan for use in the event of any disruption of service due to equipment malfunction, labor dispute, Force Majeure, or any other occurrence, either within or beyond the control of the Proposer, which would assure weekly pick-up and delivery of all items.

Proposer shall describe their company's Contingency Service Plan, including offsite location(s) and business addresses.

COMPLAINT PROCEDURE

Proposer shall provide copies of their written complaint procedure, complaint report forms, and information on standard time frames for resolving complaints. These procedures shall become part of the agreement with the Contractor.

GARMENT RENTAL INSURANCE

Proposer shall provide a detailed overview of their company's garment rental insurance program, including weekly rental rates.

SAMPLES

After proposals have been opened, garment samples shall be requested by the Purchasing Buyer. Samples shall consist of new and used garments; lab coats, coveralls, pants and shirts. Used garments shall be representative samples of garments supplied under contract. Samples shall be furnished to the Purchasing Division within five (5) business days after receipt of notification. Samples from non-successful proposers may be returned after completion of the evaluation process, at proposer's expense.

MINIMUM QUALIFICATIONS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Minimum Qualifications are mandatory for proposal consideration, and at a minimum shall include the following:

A. Financial Stability (Provided in a sealed separate envelope):

Proposers shall submit a copy of their company's most recent professionally prepared Financial Statements (Income Statement and Balance Sheet). These statements, if un-audited, shall be accompanied by a cover letter that states the name and title of the preparer, the basis of the financial statement presentation (cash or accrual) and whether these statements have been prepared in accordance with Generally Accepted Accounting Principles for the most recent fiscal year end of the proposer. Audited financial statements shall be submitted in their entirety, including the auditor's opinion and notes to the financial statements.

A separate document shall be provided and signed under penalty of perjury by the proposer's financial officer or owner that explains the proposer's inability to provide statements for a fiscal period that ended at least eight (8) months before the required date of submittal, if such inability exists.

One complete set of Financial Statements shall be submitted in a sealed separate envelope filed with the **(original proposal document)**, marked with the following:

FINANCIAL STATEMENTS
NAME AND ADDRESS OF PROPOSER
SPECIFICATION NO. 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

B. Company History: Your Company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

PROPOSAL EVALUATION CRITERIA

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Most of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Responses should be complete and detailed. However, if relevant information needs to be presented to further support the proposer's case other appropriate sections may be added.

EVALUATION

All proposals submitted will be reviewed by a City of Modesto evaluation committee. At the completion of the proposal review, finalists may be asked to provide an in-depth presentation and product demonstration at a location in Modesto. Whether or not a presentation is required is wholly within the discretion of the evaluation committee. The committee will select the proposal which best fulfills the City's requirements and represents the best value to the City of Modesto as determined by the evaluation committee. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

EVALUATION CRITERIA

1. REFERENCES
2. PRODUCT QUALITY
3. SERVICE QUALITY
4. CONTINGENCY SERVICE PLAN
5. COMPLAINT PROCEDURE
6. GARMENT RENTAL INSURANCE
7. SAMPLES
8. COST

The total annual cost for Garments and Materials shall be used for evaluation purposes

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS

SCOPE OF WORK:

The City of Modesto is seeking a qualified contractor to provide uniform and laundry services for approximately 482 City personnel. In addition, the contractor shall also provide miscellaneous door mats, dust mats, shop towels, terry towels, etc., as part of their service. This RFP does not include the *purchase* of items.

The successful contractor shall provide all products, labor, equipment, tools, transportation and fuel, and insurance necessary to perform all of the services outlined in the RFP.

1.1 GENERAL SPECIFICATIONS:

- A. Provide cleaned work garments to City employees. Garment ownership shall remain with the contractor.
- B. The term “new” and “used” shall be defined as follows:
 - 1. “New” shall mean garments that have not previously been worn or otherwise put into use and are free from defects, mending or repairs. Garments that are factory irregulars or blemished shall not be accepted as new.
 - 2. “Used” shall mean garments issued by the Contractor and worn by other clients of the Contractor then returned to the Contractor due to contract termination. Used garments shall have at least ½ of their service life left and may have some small mending or repairs. Garments that are excessively faded, excessively mended or that have stains or defects, non-mended holes or tears shall not be acceptable as used.
 - 3. “Replacement Garment” shall be provided at the time of the next delivery. If the replacement garment cannot be provided within that timeframe, the Contractor shall notify the appropriate City representative of the reason why and date the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from subsequent invoice(s).

1.2 GARMENT SPECIFICATIONS:

- A. All male specified styles and cuts shall be available in any/all required sizes at no additional charge. All pants shall have fully functional belt loops.
- B. All female specified styles and cuts shall be available in any/all required sizes at no additional charge and be designed for females. All pants shall have fully functional belt loops. Shirts for female employees shall be constructed specifically for female personnel and be of an appropriate length.
- C. Pricing shall apply to all sizes, including sizes the Contractor does not normally stock. The City shall pay no extra fees for non-stock sizes that the Contractor may need to purchase to fulfill this contract.

1.3 NON-SUPERVISORY UNIFORMS:

- A. All non-supervisory garments shall be “Industrial Cut” unless otherwise approved in writing by the supervisor.

B. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 88% Cotton – 12% Nylon Twill Flame-Resistant
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

C. Pants:

Men's:

- 100% Cotton Denim, or
- 75% Cotton – 25% Polyester Duck or
- 65% Polyester - 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

D. Cotton Garments:

Cotton shirts and pants shall be provided if an employee requires all cotton garments for safety and/or health reasons.

E. Coveralls:

Coveralls shall have a blouse back. Employees in plans with coveralls may choose, at the time they are enrolled, either 100% pre-shrunk cotton or a minimum 7.5 oz. material, 65% polyester/35% cotton twill coverall.

F. Colors:

Departments/divisions will select the fabric color for garments from the Contractors standard colors list at the time of the initial fitting. The chosen colors will be standard issue within each division as shown in catalogs submitted with proposal.

G. Emblems:

Each uniform shirt shall have the City of Modesto logo. The cost for the initial City emblem and installation shall be included in the cost of the shirt.

H. First Name Emblem:

Should a Division request a first name emblem, the emblem shall match the color of the City emblem and shall be attached above the chest pocket on the left side of the shirt. The charge for first name emblem and installation shall be the same cost as City emblem and shall be included in the cost of the shirt.

I. Laundered pants and shirts shall be pressed and returned to the City on hangers (**wrinkle free delivery**).

J. Laundered coveralls shall be folded when delivered (**wrinkle free delivery**).

K. Shirts shall not have "points" from wire hangers on the shoulders.

1.4 SUPERVISORY UNIFORMS:

A. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 65% Polyester - 35% Cotton Twill or
- 60% Combed Cotton - 40% Polyester or
- 88% Cotton – 12% Nylon Twill Flame-Resistant or
- 100% Cotton fabric
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

B. Pants:

- Executive style (Alternative styles may be offered but the City reserves the right to accept or not accept)
- 65% Polyester – 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

C. The City reserves the right to select the fabric color per division for shirts and pants. Divisions may select more than one color for shirts and pants from the Contractor's standard garments list.

1.5 MATERIALS:

A. Mats shall be industrial floor mats with nylon pile carpet with rubber borders and backing.

B. All towels shall be delivered in acceptable condition at all times; stains, holes, or rips shall not be acceptable.

1.6 UNIFORM SERVICE REQUEST:

A Uniform Service Request (URS) form shall be used for all transactions (sample form attached).

A. Enroll each participant and document the initial issuance of uniforms.

B. Employee transfers from one department/division to another department/division.

C. Replace garments due to loss or damage for which the City will be charged.

D. Variance from normal requirements, employees who choose to launder their own uniforms due to skin irritations from the cleaning process or from the chemicals used.

E. Employee requires all cotton garments.

F. Terminate an employee.

G. Temporary suspension of services for a particular employee for extended vacation or long-term illness.

H. All other transactions involving charges to the City.

The contractor shall obtain a signed USR by the City before completing any transaction. The Contractor shall complete pricing information on the USR before the City signs the form, authorizing the transaction.

1.7 ENROLLMENT PROCESSES:

- A. Processes: Upon execution of the Contract by the Contractor and the City, the Purchasing Division will issue a Notice to Proceed. Upon receipt of the Notice to Proceed, the Contractor shall arrange meetings with all participating department/divisions to determine specific employee requirements.
- B. Measurements: Within five (5) business days from the date of the Notice to Proceed, the Contractor shall provide a meeting schedule to the Purchasing Division for individual measurements of all employees. The meeting schedule shall be established by department/division. Measurements for the shirts shall include the sleeve length, neck size, chest size and waist length. Short and long shirts shall be provided for individual body sizes. Measurements for the pants shall include the waistline, inseam length and hip, if necessary, to assure a proper fit in the hips/seat area.
- C. Long Sleeve/Short Sleeve: Each employee shall choose short sleeve or long sleeve shirts, or a combination of both.
- D. Coveralls: Coveralls measurements shall include chest size and length of legs and arms.
- E. The Contractor shall keep the report current throughout the term of the contract. The Purchasing Division shall receive an updated report upon request.
- F. Service Start-Up: Contractor shall furnish all garments within thirty (30) calendar days from the date of "Notice to Proceed". All garments provided to City shall be new upon commencement of contract.
- G. Identification of Uniforms: Employee name shall be identified in or on each garment. Once new garments are issued to employees, those garments shall be laundered and returned to same employee and shall not be reissued to a different employee unless the garments are exchanged by the employee (e.g. change of sleeve length or change of size), or the employee is on extended leave or terminated.

1.8 ADDING AND REMOVING EMPLOYEES :

- A. The City shall have the right to add employees at any time during the term of the contract. There shall be no preparation fee to add employees and the weekly service rates will be as stated under the original agreement.
- B. When service for new employee is added during contract period, garments shall be new, equal to the current condition of those garments placed into service at start of agreement.
- C. The City may terminate services for any employee at any time without a monetary penalty being imposed by the Contractor. Upon termination, all uniforms will be turned into the Contractor. The City will pay for any missing or damaged garments in accordance with the Prorated Replacement Cost. USR shall be used to document termination.
- D. The City shall notify the Contractor by USR to discontinue services in the event of extended absences due to vacation, extended illness or leave of absence. Contractor may chose to collect, or not to collect garments depending upon the length of the absence. Upon return of the employee, a USR will be prepared and the garments reissued.

- E. When an employee transfers from one department/division to a different department/division, a USR shall be processed to close that employee's account and the old garments shall be turned to the Contractor. A second USR shall be prepared by the new department/division for garments issued to the employee.

1.9 ISSUANCE OF REPLACEMENT GARMENTS:

- A. Garments must at all times, be in a condition acceptable to the City. Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost to the City. Replacement garments may be used subject to City approval.
- B. Garments lost or damaged beyond repair due to City's negligence, shall be replacement by Contractor within two (2) weeks. The City will pay the appropriate prorated replacement charge as defined below. The replacement garment may be new or used, subject to City approval.
 - 1. Garments lost or damaged beyond repair by City shall be replaced at City's expense. The cost of replacement shall be based on the Contractor's quoted replacement cost for each new garment and shall be adjusted downward one-month for each month of usage.
 - 2. The City will make a good faith effort to return Contractor's merchandise at the end of the contract.

1.10 PREPARATION CHARGE:

- A. Preparation charges may be charged for the following:
 - 1. Replacement garments issued because of loss or damage by the City.
- B. Preparation charges shall not be charged for the following:
 - 1. Garments issued during initial enrollment or at the time of contract renewal, if City requires new garments.
 - 2. Garments replaced by the Contractor due to loss or damage by the Contractor or worn out through normal wear. There shall also be no charge for the logo and name if these were on the original garment.

1.11 EMPLOYEE REQUESTED CHANGES:

- A. Change of Uniform Plan: An employee may change garment types with supervisor approval and/or change size of garments at any time during the term of the contract for the cost of the Preparation Charge. New or used garments may be used.
- B. Shirt Sleeve Length: After initial issue, an employee may request to change from a short sleeve shirt to a long sleeve shirt, or vice versa at any time with supervisor approval. New or used garments may be used.

1.12 LAUNDERING AND MAINTAINING GARMENTS:

- A. Pick-up and delivery at all locations shall be made once a week.
- B. When soiled garments are picked up they shall be counted at the pick-up point with a garment control list showing the number of garments picked up for each employee. The list will be given to the department/division at the time of the pick-up. Garments shall be inspected for special handling (i.e.:

pre-spot, repair, maintenance), at time of pick-up.

- C. All garments shall be laundered and maintained in a condition acceptable to the City. Laundered garments shall be clean and free from any tears, grime, soiling, sand, dirt, lint, odors or paint, ink or grease stains.
- D. If incoming garments have not been laundered satisfactorily by the Contractor, Contractor shall be notified and the weekly cost for the garment(s) shall be deducted from payment. When there is disagreement between the Contractor and department/division about such garments, or when the problem becomes chronic or ongoing, the department/division shall notify the Purchasing Division to resolve the problem.
- E. Where lockers have been designated for City employees, laundered garments shall be delivered into the lockers. Contractor shall be notified of any missing garment(s) and the weekly cost for the garment(s) shall be deducted from payment.
- F. The Contractor shall implement a tagging system to designate garments in need of repair or stain removal. Repairs and maintenance of all garments shall be done with the same fabric as the garment including thread color or transparent thread. Repairs/stain removal shall be completed by next delivery.

Repairs/stain removal shall be at no cost to the City. If the garment cannot be repaired or stain removed, the garment will be replaced at replacement cost.
- G. Supervisory uniforms and cotton uniforms used for safety reasons (electrical workers) shall be repaired by darning and not by means of an iron-on patch.
- H. Garments delivered after laundering without proper department/division patches or other required patches will be brought to the Contractor's attention and the weekly cost for garment(s) shall be deducted from payment.

1.13 SERVICE COORDINATOR:

Upon award of contract, Contractor shall provide the Purchasing Division the name and telephone number of a service coordinator and route driver(s) handling the City's account. In addition, the names and telephone numbers of backup personnel who are qualified to receive and resolve any/all complaints that arise during the performance of this contract.

1.14 COMPLAINT PROCEDURE:

For complaints involving the replacement of garments, replacement shall be made by the next delivery date. If the replacement cannot be made within that time, the Service Coordinator shall notify the department/division and give the date when the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from the subsequent invoice.

1.15 UNIFORM PLANS, USAGE AND LOCATIONS:

The following tables are designed to provide Proposers with a comprehensive listing of the number of City employees currently using uniform services, their work site location, and a description of the uniform service plan they are currently receiving. The successful proposer shall be required to furnish whatever quantity may be required during the contract term. Quantities listed are estimates based on current usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

ATTACHMENT A

# of Employees on Plan	Plan Type (list below)	Location	Work Unit	Description
9	B	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
2	D	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
9	H	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Coverall - Employee Launder
1	J	501 N Jefferson, Bldg. 4B	Electrical – Supervisor	Uniform Pants
2	E	1000 L St, Centre Plaza	Centre Plaza – Production Technician	Centre Plaza Shirts & Pants
1	C	1000 L St, Centre Plaza	Centre Plaza – Maintenance Technician	Centre Plaza Shirts & Pants
5	B	1000 L St, Centre Plaza	Centre Plaza – Event Attendants	Centre Plaza Shirts
18	E	1000 L St, Centre Plaza	Centre Plaza – Service Workers	Centre Plaza Shirts & Pants
4	C	501 N Jefferson, Bldg. 3	Parks – Supervisor	Executive Shirts
17	B	501 N Jefferson, Bldg. 3	Parks – MW	Uniform Pants & Shirts
4	H	501 N Jefferson, Bldg. 3	Parks – Mechanics	Coverall - Employee Launder
3	B	501 N Jefferson, Bldg. 2	Streets – Supervisor & Crewleader	Executive Shirts/Polo Shirts (Supervisor & Crewleader)
15	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Uniform Pants & Shirts
1	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Coveralls
7	B	115 Elm Street	Traffic Operations – Technicians	Uniform Pants & Shirts
12	C	1109 9 th St	Parking – Laborer	Shirts
1	D	1109 9 th St	Parking – Laborer	Uniform Pants & Shirts
2	C	501 N Jefferson, Bldg. 1A	Forestry – Supervisor	Executive Shirts
25	B	501 N Jefferson, Bldg. 1A	Forestry – Technician	Uniform Pants & Shirts
2	B	501 N Jefferson, Bldg. 1A	Tagging Abatement – MW	Uniform Shirts
2	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Supervisor	Executive Shirts (Supervisor & Crewleader)
7	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Technician	Uniform Pants & Shirts
4	B	121 Elm Street	Building Services – Technician	Uniform Pants & Shirts
2	B	236 Codoni Ave	Water – Supervisor	Executive Shirts & Pants
4	B	236 Codoni Ave	Water –Sr. USW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Coveralls
1	B	1201 S Carpenter Rd	Water – Supervisor	Executive Shirts & Pants
2	B	1201 S Carpenter Rd	Water – Water – Sr. USW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Coveralls
2	I	1201 S Carpenter Rd	Water – Elect & Instr. Techs	Flame Resistant Pants & Shirts
2	I	501 N Jefferson, Bldg. 1B	Water – Supervisor	Executive Shirts
2	B	501 N Jefferson, Bldg. 1B	Water – Supervisor	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Coveralls
3	B	1221 Sutter Ave	Sewer Collections – Supervisor	Executive Shirts & Pants
43	G	1221 Sutter Ave	Sewer Collections – Technician	Uniform Pants & Shirts
4	B	1221 Sutter Ave	WWTP – Supervisor	Executive Shirts & Pants
12	G	1221 Sutter Ave	WWTP – Technician	Uniform Pants & Shirts
22	G	1221 Sutter Ave	WWTP – Operations	Uniform Pants & Shirts
15	B	7007 Jennings Road	WWTP – Technician	Uniform Pants & Shirts
3	F	1221 Sutter Ave	WWTP - Lab	Lab Coats
5	B	1221 Sutter Ave	WWTP – Lab	Uniform Pants & Shirts
6	J	1221 Sutter Ave	WWTP – Environmental	Uniform Pants & Shirts
9	I	1221 Sutter Ave	WWTP – Electricians	Uniform Pants & Shirts
7	B	7007 Jennings Road	Composting – Technicians	Uniform Pants & Shirts
5	A	7007 Jennings Road	Composting – Technicians	Coveralls
6	B	501 N Jefferson, Bldg. 1A	Street Sweeping – Equip Operator	Uniform Pants & Shirts

ATTACHMENT A

9	B	501 N Jefferson, Bldg. 1A	Green Waste Collection – Equipment Operator	Uniform Pants & Shirt
1	C	501 N Jefferson, Bldg. 1A	Green Waste Collection – Supervisor	Executive Shirts
3	B	617 Airport Way	Airport Operations – MW	Uniform Pants & Shirts
2	B	1609 8 th Street	Fleet Services – Parts	Uniform Shirts/Polo Shirts
2	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Supervisors	Executive Shirts/Polo Shirts
13	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Technicians	Uniform Pants & Shirts
3	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services – Crew Leaders	Uniform Pants & Shirts
1	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services - Welder	Uniform Pants & Shirts, 100% Cotton.

Miscellaneous Materials Locations (No Uniform Delivery)

Modesto Fire Department – Fire Station 1 – 610 11 th Street
Modesto Fire Department – Fire Station 2 – 420 Chicago Ave.
Modesto Fire Department – Fire Station 3 – 635 El Vista Ave.
Modesto Fire Department – Fire Station 4 – 1505 Blue Gum Ave.
Modesto Fire Department – Fire Station 5 – 200 West Briggsmore Ave.
Modesto Fire Department – Fire Station 6 – 2700 Standiford Ave.
Modesto Fire Department – Fire Station 7 – 1800 Mable Ave.
Modesto Fire Department – Fire Station 9 – 4025 Fara Biundo Drive
Modesto Fire Department – Fire Station 10 – 148 Imperial Ave.
Modesto Fire Department – Fire Station 11 – 4225 Carver Road
Modesto Police Department Administration – 600 10 th Street
Modesto Police Department Operations – 600 10 th Street
Modesto Police Department Property & Evidence – 1124 F Street
Modesto Police Training Facility – 3000 West Main Street

Initial Plan Type	# of Employees	Description
A	5	Seven (7) cotton coveralls and launder three (3) cotton coveralls each week
B	190	Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week
C	20	Eleven (11) shirts and launder five (5) shirts per week
D	3	Six (6) shirts and launder three (3) weekly
E	20	Seven (7) shirts, seven (7) pants and launder four (4) each week
F	3	Five (5) lab coats and launder two (2) each week
G	77	Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls.
H	13	One coverall per year. Employee to launder.
I	144	Eleven (11) shirts, eleven (11) pants, 2 coveralls, and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed.
J	1	Eleven (11) pants, launder five (5) pants each week.
K	6	Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week

1.16 PICK-UP AND DELIVERY:

- A. All items (garments and materials) shall be picked up on a weekly basis , cleaned and returned the following week at the delivery points specified herein, on the same day of each week, and all items delivered on that day (negotiated between City and Contractor). Deliveries shall be made between the

hours of 7:30 A.M. and 3:00 P.M. A copy of the finalized schedule shall be given to the Purchasing Division within one week after the employees’ measurements have been taken. Changes in the schedule may change throughout the life of the contract (negotiated between City and Contractor).

- B. Contractor shall provide sufficient size and quantity of laundry bags or containers appropriate for soiled garments as needed at each location at no additional charge.
- C. Contractor shall provide a delivery ticket by department/division within each delivery location. Each delivery ticket shall contain the following information:
- Vendor's Name
 - Date of Delivery
 - Name of department/division
 - Delivery Address
 - Itemized list of garments/supplies by employee name
 - Quantity, unit price, extension of each item and total charges

1.17 USAGE REPORTS:

Upon request, the Contractor shall provide a report of items rented by the City. The report of rented items shall be sorted by department/division, and state the items description, inventory amount (weekly, monthly, bi-annual or annual where applicable), and actual inventory on hand.

1.18 SCHEDULED CITY HOLIDAYS:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

1.19 CITY BUSINESS/DELIVERY LICENSE:

Prior to beginning any service furnished under this specification and proposal, the Proposer shall secure the appropriate Business/Delivery license from the City of Modesto. Business/Delivery license information may be obtained by calling (209) 577-5389.

1.20 CITY REPRESENTATIVE:

All services provided under any resulting contract shall be under the general technical guidance and direction of the City of Modesto, Purchasing Division. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

1.21 INSURANCE:

The CONTRACTOR shall provide, at its own expense, and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the

Risk Manager of the CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- A. Workers' Compensation - Insurance as required by the State of California, with Statutory

Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- B. General Liability - Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability – If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, the CONTRACTOR shall promptly obtain a new

policy, submit the same to Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation.

The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the CITY.

The CONTRACTOR's insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

CONTRACTOR shall either require any subcontractor to procure and to maintain during the term of the subcontract all insurance in the amounts specified above, or shall insure the activities of subcontractors in the policy specified above. The limits of liability required may vary, depending on the type of permit or contract.

1.22 STAFFING REQUIREMENTS:

- A. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employee in the Service Area. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations established by the City and shall comply with the reasonable directions of its officers.
- B. Contractor shall provide sufficient back-up in times of staff shortages due to vacations.

1.23 CHARACTER OF WORKERS:

If any person employed by the Contractor fails or refuses to carry out the direction of the City, or appears to be incompetent or acts in a disorderly or improper manner, that person shall be discharged immediately from the job on the request of the Purchasing Manager, and such person shall not again work on any City job.

1.24 CONTRACTOR EMPLOYEE UNIFORMS:

All employees of the Contractor shall wear uniform-style shirts bearing the Contractor's business name while performing contracted services on City sites. Upon award of a contract, the Contractor shall furnish a list of his/her employees to the Purchasing Division.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL SUBMITTAL:

Proposers shall submit two “inked” (preferably blue ink) signed original proposal document, plus eight (8) copies of the signed original proposal document. **The original proposal document shall be clearly marked.** Photocopies do not constitute an original proposal document.

FAILURE TO FURNISH ONE “INKED” SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

It is the responsibility of the proposers to identify information in their proposal responses that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All costs associated with the preparation of this proposal shall be borne by the proposer.

All exceptions taken to these specifications shall be specifically and clearly identified on the Exceptions, Clarifications, Amendments Form. **Failure to comply with this provision is grounds for proposal rejection.**

Exceptions taken shall not affect the overall performance and quality of equipment, materials and/or services required by the City. The Purchasing Manager or her designated agent shall make the final decision regarding the acceptability of equipment, materials and/or services with exceptions.

2.1.1 ACCEPTANCE/REJECTION OF IRREGULAR PROPOSALS:

A contract shall be awarded to the proposer whose proposal most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

2.1.2 COMPLETE PROPOSAL DOCUMENT:

The following forms constitute the makeup of a complete proposal document:

- Proposal Acknowledgement (**Signature Form**)
- Pricing Schedule (**Signature Form**)
- Exceptions, Clarifications, Amendments
- References
- Financial Interest Disclosure
- Support of Local Vendors (if applicable)
- Company History Statement
- Catalogs
- Product Quality
- Service Quality
- Contingency Service Plan
- Complaint Procedures
- Garment Rental Insurance

Failure to furnish any of these forms may result in disqualification.

2.1.3 PROPOSAL PREPARATION:

Proposals shall be prepared in the order as listed in Section 2.1.2 Complete Proposal Document. Proposals should be tabbed with dividers. Tabbed dividers shall be clearly marked indicating the appropriate form.

2.2 COMPLIANCE:

Proposers are required to sign the “Pricing Schedule and Proposal Acknowledgement Forms” of this proposal document, thereby acknowledging they are in full compliance with all requirements of RFP No. 1718-42, and any addendum to such proposal. **Failure to comply may result in disqualification.**

Proposer shall furnish two “inked” signed original proposal document, plus eight (8) copies of the signed original proposal document.

FAILURE TO FURNISH ONE “INKED” SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

The proposer guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City of Modesto.

2.3 NON-COMPLIANCE:

If you cannot comply with a specification requirement, note as an addendum on the Exceptions, Clarifications, Amendments Form specification paragraph, your exception, and your recommendation. The Purchasing Manager will evaluate your recommendation. If after evaluation it is determined that the proposer is not in compliance with the specification, the proposal may be rejected.

2.4 PRICING FORMAT:

Provide a detailed explanation of the cost to be charged to the City for all services. The explanation should indicate administrative and management support and staff allocations showing the specific salary allocation. The proposer’s cost factor and profit factor should be shown in arriving at the required service fee.

Unless otherwise stated, the proposer agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.

2.5 PRICING SCHEDULE:

Proposers shall use the Pricing Schedule Form to present their proposed pricing. No other form or format shall be accepted.

2.6 AWARD OF PROPOSAL:

This is an “all or none” award.

Proposals shall be evaluated by a committee and will be ranked in accordance with the RFP section entitled “Evaluation Criteria.”

The committee shall recommend award to the proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the City, and attains the highest overall point score. Award may not necessarily be made to the proposer with the lowest price.

The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of California.

The City reserves the right to select that proposal, which best suits the City's needs. Regardless of City staff's recommendation, the City Council reserves the right to award a contract to the proposer that best suits the City's needs as determined by the City Council whether or not said award is consistent with City staff's recommendation for award.

2.7 EVALUATION PROCESS:

Proposals shall be evaluated using a three (3) step process:

Level 1 – Minimum Qualifications Review: The City shall perform an initial responsiveness review to determine compliance and shall notify disqualified Proposers. Proposers that do not meet the "Minimum Qualifications" requirements shall be deemed non-responsive and/or/non-responsible to this RFP and will receive no further consideration.

Level 2 – Proposal Content and Cost Ratings: Proposals that meet Level 1 Minimum Qualifications Review shall be evaluated based on the evaluation criteria "Proposal Evaluation Criteria". Proposer submittals shall be evaluated and scored. Proposer cost information shall be evaluated as part of Level 2 evaluation process.

Level 3 – Short List (Oral Presentations): At the sole discretion of the Evaluation Committee, a "short list" of proposers may be developed of the highest rated proposals, based on Level 1 and Level 2 rankings. If the Evaluation Committee chooses, these proposers would be invited to give oral presentations. Final scoring of "short list" proposals will be completed upon the conclusion of oral presentations.

2.8 SUPPORT OF LOCAL VENDORS:

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

2.9 TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of City, for a total of five (5) years.

- A. Pricing shall remain firm for the first two (2) years of any contract, which may be awarded pursuant to this RFP.
- B. Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by Contractor(s) in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

2.10 QUANTITIES:

The successful proposer shall be required to provide whatever quantities may be required during the contract term. No minimum or maximum is guaranteed or implied.

2.11 FUNDING:

All annual extensions are based upon continuous funding for that purpose by the City Council. Failure to fund any annual extension shall result in an immediate termination of the agreement without redress.

2.12 INSPECTION AND ACCEPTANCE:

Whenever the product or service provided by the supplier has been delivered to the delivery point, the designated agent shall make the final inspection and acceptance.

If upon initial inspection the product or service is found to be defective in its construction or deficient in any of the requirements of this specification, the supplier shall remedy or remove said product in an acceptable manner at the supplier's expense. No compensation shall be allowed for such correction of product, labor, or transportation of product.

2.13 TERMINATION OF SERVICES:

The City reserves the right to discontinue services with the provider upon failure to meet contractual expectations and/or obligations.

The City reserves the right to review the service providers' performance at any time with or without the knowledge or consent of the provider.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or her designee, and using department(s) after reviewing the incident(s) of failure to perform. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

2.14 PAYMENT AND INVOICING:

- Paper Payment Method:
All invoices shall be paid in full within thirty (30) days after completion and acceptance of satisfactory services by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this bid document.
- Electronic Payment Method:
The City of Modesto provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of bid or contract. Notification of payments and required invoice information are issued to the supplier's designed Accounts Receivable contact by email remittance advice at time of payment.

During the bid evaluation process preference may be shown to bidders that agree to accept Epay for payment of invoices. Please indicate on the Pricing Schedule whether or not your company will accept the City's Epay Program.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

Invoices shall be clear and concise. Vendor codes and abbreviations are not acceptable. Vendor shall establish account numbers for each City department/division using this service. At a minimum, invoices shall state the following:

- City department/division name and address
- Billing period
- Employee(s) name
- Quantity of each garment provided
- Unit price, extended price, sales tax and total

2.15 OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

2.16 NON-DISCRIMINATION:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

2.17 NON-DISCRIMINATION OF THE HANDICAPPED:

CERTIFICATION OF PROPOSALDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

By executing this agreement, the proposer hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap

discrimination and participation, and will continue to do so for at least the duration of the agreement and any extensions thereof.

2.18 DRUG FREE WORKPLACE:

Proposer/Contractor certifies that he/she is in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

2.19 HOLD HARMLESS AGREEMENT:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

2.20 ASSIGNMENT OF RIGHTS:

CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

2.21 CITY PROCESS/PROCEDURE APPROVALS:

CITY approval of any process or procedure shall not relieve the proposer of his/her responsibility to furnish the required items and service meeting all specifications contained herein.

2.22 PROPOSALDER/SELLER REPRESENTATION:

The proposer/seller represents that:

- A. He/She has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant purchase order and supporting data, and that he/she has, from the information contained in such documents, specifications, and data, fully acquainted him/her with all conditions relevant to the work.
- B. He/She has made all reasonable investigations essential to a full understanding of the difficulties, which may be encountered in performing the work.
- C. He/She will complete the work for the compensation stated above.
- D. He/She assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. In addition thereto, the proposer/seller represents that he/she is fully qualified to do the work in accordance with the terms of any Purchase Order issued within the time specified in it.

- F. Anything mentioned in the specifications and not in the Purchase Order, or mentioned in the Purchase Order and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the specifications and the Purchase Order, the Purchase Order shall govern.

2.23 FAILURE TO PERFORM SATISFACTORY:

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, CITY's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, (2) have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or (3) recommend termination of contract between said CONTRACTOR and the City of Modesto. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

2.24 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:

If CONTRACTOR damages any property belonging to the CITY, the CITY may either retain from the money due to CONTRACTOR an amount sufficient to repair the damage or require CONTRACTOR to repair the damage to the satisfaction of the CITY at CONTRACTOR's expense.

2.25 LABOR FORCE AND SUPERVISION:

CONTRACTOR shall provide sufficient labor at all times to carry out the project properly and shall ensure that fully experienced competent licensed workers who are skilled in the type of work required are employed. CONTRACTOR shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of the CITY, any person is incompetent or disorderly, CONTRACTOR shall promptly remove such person from the work for the duration of the contract.

2.26 PROTEST AND APPEAL PROCEDURES:

Potential offerors, proposers, contractors and subcontractors wishing to protest or appeal the procurement or contracting process or a decision to award by the City of Modesto, must follow the procedures provided in the City of Modesto Purchasing Manual, Section I, Procedure 5. Protest procedures are in place that allow for a protest during the proposal process and must be filed no later than three (3) working days after the proposal opening. A protest to an announced decision to award a contract may also be filed no later than ten (10) working days after the Intent to Award letter date. Protests or appeals, which are not submitted in accordance with the above procedures, will not be reviewed. A copy of the procedures may be obtained by contacting the City of Modesto Purchasing Office at (209) 577-5405.

City of

MODESTO**UNIFORM SERVICE REQUEST**

Date _____

TO: _____

FROM: _____

Employee's Name (Print)

Social Security No.

Dept./Dev. Title

PART I TRANSACTION☐ Start Plan☐ Lost Garments☐ Incorrect Size☐ Change Plan☐ Damaged Garments☐ Other (Specify)☐ Terminate Plan☐ Garments Worn, ReplaceExplanation: _____

_____**PART II UNIFORM PLAN ORDERED**Number of Changes per Week: _____ Shirts _____ Pants _____
Coveralls☐ Long Sleeve☐ Short Sleeve

Pay Period Employee Charge _____ Uniform Code _____

Date Ordered _____

I hereby authorize the City of Modesto to make the above deduction.

Employee's Signature_____
Supervisor's Signature_____
Laundry Signature**PART III UNIFORM PLAN RECEIVED/RETURNED**

Date of Uniform Plan Receipt/Return _____

I acknowledge the receipt of the above uniforms and accept the responsibility of this inventory upon termination of uniform plan.

Employee's Signature_____
Laundry Signature (for return of uniforms only)**PART IV TO BE COMPLETED BY SUPERVISORS**☐ Charge Employee \$☐ Charge City \$☐ No Charge_____
Supervisor's Signature_____
Laundry Signature**PART V DAMAGE/LOSS PAYMENT**

My signature acknowledges that my supervisor has brought to my attention a uniform problem and as a result a deduction will be made from my payroll check.

Employee's Signature

SAMPLE AGREEMENT

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

This Agreement, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2018, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and Contractor, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. _____ authorizing the award of proposal and contract for the furnishing of Uniform and Laundry Services to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of UNIFORM AND LAUNDRY SERVICES, as described in RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES, *attached hereto as Exhibit "C" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK.

a. CONTRACTOR shall furnish all products, labor, equipment, tools, transportation and fuel, and insurance necessary to perform as specified in Exhibit "C", and in strict accordance with the conditions of the complete Contract.

b. CONTRACTOR shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the City Representative.

c. CONTRACTOR shall furnish the services as defined in Exhibit "C" at the following contracted rates:

2. CITY REPRESENTATIVE:

City Representative for Uniform and Laundry Services:

The City Representative is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of five (5) years.

Year 1: Notice to Proceed through June 11, 2019

Year 2: June 12, 2019 through June 11, 2020

Year 3: June 12, 2020 through June 11, 2021

Year 4: June 12, 2021 through June 11, 2022

Year 5: June 12, 2022 through June 11, 2023

Pricing shall remain firm for the first two (2) years of the contract.

Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

4. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to CITY as may be required by the Risk Manager. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be

given to the Risk Manager of CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- (a) Workers' Compensation - In compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000
- (b) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.
- (c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, CONTRACTOR shall promptly obtain a new policy, submit the same to Risk Manager of CITY for approval and submit a certificate thereof as herein above provided. Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. CITY, and its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation,

Professional Liability and Financial Institution's Fidelity. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager of CITY. The CONTRACTOR must deliver certificates evidencing existence of the insurance to the City prior to the time contract is signed.

CONTRACTOR agrees to provide CITY with a separate endorsement evidencing proof of City's additional insured status required herein (both general and automobile liability) as well as a separate endorsement for the Workers' Compensation insurer's waiver of all subrogation rights as stated above. Every endorsement shall identify the policy number.

CONTRACTOR shall provide CITY with separate an endorsement evidencing proof of the CITY's additional insured status as to the general liability insurance policy. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

CONTRACTOR further agrees that the amount of insurance required may from time to time be adjusted by CITY's Risk Manager and CONTRACTOR agrees to file a new insurance certificate with CITY's City Clerk evidencing the new amounts after a thirty (30) day written notice from CITY's Risk Manager.

5. PAYMENT:

All invoices shall be paid in full within thirty (30) days after completion and acceptance of the

service by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this proposal document.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

CONTRACTOR shall establish a separate billing account number for each CITY department and/or division.

6. INDEMNITY:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

In the indemnity clause contained herein CONTRACTOR agrees to defend, indemnify and hold CITY harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of CITY owned vehicles by CONTRACTOR's employees is apportioned to CONTRACTOR in accordance with the provisions contained in Indemnity 6.

7. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its

Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

8. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws provisions or principles.

9. COMMENCEMENT AND COMPLETION OF THE WORK:

The work contemplated herein shall be commenced as soon as possible **after receipt of the Notice to Proceed for this contract.** The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management);

Executed Agreement;

- a. Resolution No. _____ *attached hereto as Exhibit "A" and made a part hereof;*
- b. CONTRACTOR submittal, *attached hereto as Exhibit "B" and made a part hereof;*

- c. RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES, *attached hereto as Exhibit “C” and a part hereof;*

10. TERMINATION OF SERVICES:

a. The CITY reserves the right to discontinue service with the CONTRACTOR upon failure to meet contractual expectations and/or obligations, as recommended by the Purchasing Manager, or his designee, in conjunction with the using departments.

The CITY reserves the right to review the service CONTRACTOR’s performance at any time with or without the knowledge or consent of the CONTRACTOR.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or his designee, and using departments, after reviewing the incident(s) of failure to perform.

b. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

11. COMPLIANCE WITH ALL LAWS:

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the work described, designated and shown upon the plans herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

12. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

- a. Resolution No. _____;
- b. CONTRACTOR submittal;
- c. RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES;
- d. Insurance Certificates,
- e. City of Modesto Standard Specifications and General Provisions.

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

13. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: _____

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

14. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

15. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

16. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Modesto on the _____-day of _____, 2018 and _____has caused this Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

CONTRACTOR

By: _____
Joseph P. Lopez, Interim City Manager

By: _____
(Signature)

By: _____
(Name & Title)

Date: _____

By: _____
(Signature)

ATTEST:

By: _____
(Signature)

By: _____
STEPHANIE LOPEZ,
CITY Clerk

Date: _____

APPROVED AS TO FORM:
ADAM U. LINDGREN,
CITY Attorney

By: _____
JOSE M. SANCHEZ, Assistant City Attorney

By: _____
Terrance Massey, Acting Risk Manager

Signature Requirements

Corporation:

1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal.

Partnership: Signature of one partner

Sole Proprietorship: Signature of proprietor

COOPERATIVE DOCUMENTS



ARAMARK/AUCA Company Background/Information

ARAMARK Holdings Corporation Overview

Aramark Corporation

Aramark is a \$14.8 billion world leader in managed services, with approximately 269,500 employees serving clients and customers in 22 countries. We are a leading provider of a broad range of outsourced services to business, educational, healthcare, and government institutions, sports, entertainment and recreational facilities. We have leadership positions in food and support services as well as uniform and career apparel services. Our success is garnered only by delivering on our promises to our clients and customers and helping them succeed. We do this by creating outsourced service solutions that enable our clients to focus on their core competencies and thereby drive their businesses and institutions forward.

Ownership:

Since Aramark's founding in 1959, we have broadened our service offerings and expanded our client base through a combination of organic growth and acquisitions, with the goal of further developing our food, facilities and uniform capabilities, as well as growing our international presence.

On January 26, 2007, Aramark delisted from the NYSE in conjunction with a going-private transaction.

In May 2012, Eric Foss became the new CEO and President of our company. Previously, Mr. Foss was the CEO of Pepsi Beverages Company and was Chairman and CEO of the publicly-traded Pepsi Bottling Group. Under Mr. Foss' leadership at Aramark, we have introduced a number of initiatives designed to accelerate revenue and profit growth and expand margins.

Aramark went public again in December 2013 and is currently a publicly-owned company.

Stock Symbol: ARMK

Experience Management Team:

Our management team consists of long-tenured Aramark leaders with significant industry experience along with outside leaders with significant Fortune 500 management, consumer/retail and food industry experience. Our CEO and President, Eric Foss, is an experienced Fortune 500 public company CEO. Since joining Aramark in 2012 he has introduced an integrated strategy focusing on growth, productivity, people and delivering on financial commitments. The average tenure of our principal operating leaders is 20 years, with individual tenure ranging from 33 years to less than one year. Our remaining senior management team and



	<p>business unit presidents' tenure averages 12 years.</p> <p><u>History Overview</u></p> <p>Over the course of our history, Aramark has endeavored to build relationships of trust with thousands of clients around the world. The company offers its clients the most complete, most innovative array of professional services in the marketplace, and thus provides solutions that are customized to each client's unique needs.</p> <ul style="list-style-type: none"> • 1936 – Davre Davidson starts the company in Los Angeles. • 1959 – Company becomes ARA (Automatic Retailers of America). • 1960 – ARA makes debut as a public company. • 1968 – ARA serves its first Summer Olympics in Mexico and acquires District News. • 1969 – ARA officially becomes ARA Services. • 1976 – ARA Services enters the work uniform rental and career apparel industry. • 1983 – Joseph Neubauer elected CEO of ARA Services. • 1984 – Management owns 40% of the company, deflecting hostile takeover. • 2000 – FORTUNE – one of America's 100 Most Admired Companies purchases ServiceMaster. • 2001 – Aramark lists as RMK on NYSE, reaching \$8 Billion in revenue. • 2006 – All outstanding shares are acquired by investors lead by Joseph Neubauer. • 2012 – Eric Foss elected CEO and President of Aramark.
AUCA Overview	<p><u>AUCA Overview</u></p> <p>ARAMARK Uniform & Career Apparel, Inc. is a \$1.5 billion company, comprised of both rental and direct sale business units. Aramark offers a coast-to-coast service through a network of pick-up and delivery routes, cleaning facilities and distribution centers, as well as through a direct sales force. With over 230 rental facilities nationwide, we offer a full array of uniform and allied products, ranging from standard industrial shirts and pants, to complete lines of allied products, dust control, and hygiene solutions (i.e., aprons, towels, mops, mats, continuous roll towels, hands-free hygiene products.)</p>
AUCA Company Name & Address	Aramark Uniform & Career Apparel, LLC. 115 North First Street, Burbank, CA 91502
Company's Dun & Bradstreet number	08-838-9739
Company's Tax ID#	95-3082883



Legal form of your company? (Corporation, LLC, Partnership or Proprietorship)	Corporation. Aramark Uniform & Career Apparel, LLC (a wholly-owned subsidiary of ARAMARK Corporation)
Parent Company Name & Address	Aramark Corporation ARAMARK Tower 1101 Market Street Philadelphia, PA 19107
Ownership status	Public Corporation
Description of ownership structure	AUCA is a wholly-owned subsidiary of AUCA Group and, in turn, AUCA Group is a wholly-owned subsidiary of Aramark Corporation, a public corporation.
Incorporation Information	<u>Aramark Corporation</u> Aramark was first incorporated in Delaware as ARA Services, Inc. in 1959, and then as ARAMARK Corporation in 1994. <u>AUCA</u> Aramark Uniform & Career Apparel, LLC was incorporated in the state of Delaware on March 29, 1976.
Lines of business	Uniform and Textile Services, Food and Refreshment Services, Facilities Services <u>Uniform and Textile Services</u> Our Uniform segment provides uniforms and other garments and work clothes and ancillary items such as mats and shop towels in the United States, Puerto Rico, Canada and through a joint venture in Japan. We operate over 2,600 routes nationally, giving us a broad reach to service our clients' needs. Clients use our uniforms to meet a variety of needs, including: <ul style="list-style-type: none"> • Establishing corporate identity and brand awareness; • Projecting a professional image; • Protecting workers – work clothes can help protect workers from difficult environments such as heavy soils, heat, flame or chemicals; and • Protecting products – uniforms can help protect products against contamination in the food, pharmaceutical, electronics, health care and automotive industries. We provide a full service employee uniform solution, including design, sourcing and manufacturing, delivery, cleaning and maintenance. We rent uniforms, work clothing, outerwear, particulate-free garments and non-garment items and related services, including industrial towels, floor mats, mops, linen products, and paper products to businesses in a wide range of



	industries, including manufacturing, food services, automotive, healthcare, construction, utilities, repair and maintenance services, restaurant and hospitality. In fiscal 2014 our Uniform segment generated \$1.5 billion in sales, or 10% of our total sales.
Number of years in business	78 years (Aramark Corporation - since 1936)
Number of years in the uniform business?	38 years (AUCA - as of March 29, 1976)



CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

FOR

UNIFORM AND LAUNDRY SERVICES

PROPOSAL OPENING: April 3, 2018 at 11:00 A.M.

CITY OF MODESTO CONTACT:
E-MAIL ADDRESS:
PHONE:

Cindy Medley, Buyer
cmedley@modestogov.com
(209) 571-5164

CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Modesto, County of Stanislaus, State of California, will receive at the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 sealed proposals for the furnishing of uniform and laundry services for the City of Modesto.

All equipment, materials, and supplies shall be furnished F.O.B. City of Modesto. Proposals shall be submitted on the proposal sheet provided and it is *highly recommended all documents be downloaded from the City's Purchasing website* at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

Each proposal shall be sealed and filed with the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 no later than **Tuesday, April 3, 2018 at 11:00 A.M.**, at which time proposals will be opened, read and recorded. All proposals shall be available for review following City Council award approval at the Purchasing Division, 1010 Tenth Street, 5th Floor, Suite 5300, Modesto, CA 95354.

Proposals will be received only at the address shown above, **and prior to the time indicated**. Any proposal received at or after said time and/or date, or at a place other than the stated address cannot be considered and will be returned to the proposer unopened.

All proposals, whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The City Clerk's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The City of Modesto assumes no responsibility for delay in the delivery of the proposal.

On the outside of **both the proposal envelope and courier envelope**, the proposer shall indicate the following:

NAME AND ADDRESS OF PROPOSER
SPECIFICATION NUMBER 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

MAIL TO: CITY CLERK
CITY OF MODESTO
P.O. BOX 642
MODESTO, CA 95353

COURIER TO: CITY CLERK
CITY OF MODESTO
1010 10TH STREET, SUITE 6600
MODESTO, CA 95354

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

No proposer may withdraw his/her proposal for a period of one-hundred twenty (120) days after the date set for the opening thereof.

CITY CONTACTS

All questions regarding these specifications, terms, and conditions shall be submitted in writing to Cindy Medley, Buyer, via email at: cmedley@modestogov.com.

All contacts during the proposal process shall be through the Purchasing Division. Attempts by the proposer to contact department representatives may result in disqualification of the proposer from the proposal process.

CALENDAR OF EVENTS

Event	Date
Proposal Issued	March 15, 2018
Written Questions Due	March 20, 2018
Addendum Issued (if required)	March 23, 2018
Response Due	<u>BEFORE</u> 11:00 A.M. on Tuesday, April 3, 2018
Proposal Award Date	June 12, 2018

Note: Award date is approximate.

Note: Deliver or mail proposals to the referenced address, only, as indicated in the Notice to proposers.

It is *highly recommended* all documents be downloaded from the City's Purchasing website at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the proposer certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

OFFER AND ACCEPTANCE:

Seller represents his/her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Seller agrees that Seller's Order Acknowledgement terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or her designated agent and issued to Seller constitutes written notification to Seller of City's rejection of any and all of Seller Order Acknowledgements, counter offers and change to the City's terms and conditions.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

The City is soliciting proposals from qualified proposers to furnish its requirements per the specifications, terms and conditions contained in the above referenced proposal number. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Proposals:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the proposal. (b) Quote price as specified in proposal. No alterations or changes of any kind shall be permitted to the Proposal Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to Submit Proposal:** If you are not submitting a proposal but want to remain on the mailing list and receive future proposals, complete, sign and return this Proposal Acknowledgement and state the reason you are not pricing.
3. **Taxes and Freight Charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the proposal. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the City may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent Indemnity:** Proposers who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the proposer's expense.
7. **Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the proposer in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the proposer with its proposal, the City may reject the same, and it shall thereupon become the duty of the proposer to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the proposer fail, neglect or refuse so to do the City shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the proposer fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the proposer. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the City at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.
9. **California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
10. **No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
11. **One "Inked" Signed Original Proposal Document Required:** Failure to furnish one "inked" signed original proposal document may result in disqualification.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Firm:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Address:	1617 Jim Way
City/State/Zip:	Modesto CA. 95358
Signature/Title/Date:	General Manager 4-2-2018

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GARMENTS

(Annual Cost is - Number of Employees x Plan Weekly Cost x 52 Weeks = Plan Annual Cost)

Description	No. of Employees	Plan Weekly Cost	Plan Annual Cost
Plan A: Seven (7) cotton coveralls and launder three (3) cotton coveralls each week	5	\$.93 /Wk	\$ 241.80 /Yr
Plan B: Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week	190	\$ 2.75 /Wk	\$ 27,170.00 /Yr
Plan C: Eleven (11) shirts and launder five (5) shirts per week	20	\$ 1.32 /Wk	\$ 1,372.80 /Yr
Plan D: Six (6) shirts and launder three (3) weekly	3	\$.72 /Wk	\$ 112.32 /Yr
Plan E: Seven (7) shirts, seven (7) pants and launder four (4) shirts and four (4) pants each week	20	\$ 1.75 /Wk	\$ 1,820.00 /Yr
Plan F: Five (5) lab coats and launder two (2) each week	3	\$.75 /Wk	\$ 117.00 /Yr
Plan G: Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls	77	\$ 2.75 /Wk	\$ 11,011.00 /Yr
Plan H: One coverall per year. Employee to launder	13	\$.31 /Wk	\$ 209.56 /Yr
Plan I: Eleven (11) shirts, eleven (11) pants and 2 coveralls and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed	144	\$ 3.37 /Wk	\$ 25,234.56 /Yr
Plan J: Eleven (11) pants, launder five (5) pants each week	1	\$ 2.75 /Wk	\$ 143.00 /Yr
Plan K: Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week	6	\$ 3.27 /Wk	\$ 739.44 /Yr
Total Annual Cost:			\$ 68,171.48

Company Name (Proposer):

Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

MATERIALS RENTAL COST (Annual Cost is – Annual Quantity x Unit Cost x 52 Weeks = Annual Cost)				
Description	Estimated Annual Qty	Unit	Unit Cost	Annual Cost
Bed Linen, Flat Sheet, Twin, Percale T180 55/45 Cotton-Poly Blend, 66" x 110", White	8,580	Each	\$.50 /Ea	\$ 4,290.00 /Yr
Bed Linen, Pillow Slip, Percale T180 55/45 Cotton-Poly Blend, 42" x 34", White	6,656	Each	\$.25 /Ea	\$ 1,664.00 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 4'	5,148	Each	\$.95 /Ea	\$ 4,890.60 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 10'	3,432	Each	\$ 2.95 /Ea	\$ 10,124.40 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 4' x 6'	2,600	Each	\$ 1.95 /Ea	\$ 5,070.00 /Yr
Safety Slogan Door Mat, 3' x 4'	364	Each	\$.95 /Ea	\$ 345.80 /Yr
Safety Slogan Door Mat, 3' x 5'	468	Each	\$.95 /Ea	\$ 444.60 /Yr
Safety Slogan Door Mat, 4' x 6'	52	Each	\$ 1.95 /Ea	\$ 101.40 /Yr
Quality Slogan Door Mat, 3' x 4'	104	Each	\$.95 /Ea	\$ 98.80 /Yr
Scaper Mat, Rubber, Slip-Resistant, 3' x 5'	1,872	Each	\$.95 /Ea	\$ 1,778.40 /Yr
Scaper Mat, Rubber, Slip-Resistant, 4' x 6'	156	Each	\$ 1.95 /Ea	\$ 304.20 /Yr
Stand'n Comfort Anti-Fatigue Mat, Nitrile Rubber, 3' x 5'	884	Each	\$.95 /Ea	\$ 839.80 /Yr
Dyna Mat, Anti-Fatigue, Rubber, 3' x 5'	780	Each	\$.95 /Ea	\$ 741.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 3' x 10'	208	Each	\$ 5.00 /Ea	\$ 1,040.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 4' x 6'	312	Each	\$ 4.00 /Ea	\$ 1,248.00 /Yr
Seat Cover, 50% Cotton/50% Polyester Blend Woven Sateen, Color: Tan, 54" x 60"	728	Each	\$.29 /Ea	\$ 211.12 /Yr
Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 22"	156	Each	\$.30 /Ea	\$ 46.80 /Yr

ATTACHMENT A

Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 36"	936	Each	\$.45 /Ea	\$ 421.10 /Yr
Mop, Wet, Large, Synthetic, 100% Synthetic Yarn	104	Each	\$ 1.25 /Ea	\$ 130.00 /Yr
Towel, Glass, 100% Cotton, White w/ Red Border Stripe, 16" x 28"	1,924	Each	\$.06 /Ea	\$ 115.44 /Yr
Towel, Bar, 100% Cotton Ribbed Terry, White, 16" x 19"	15,600	Each	\$.06 /Ea	\$ 936.00 /Yr
Towel, Standard Bath, 100% Cotton Terry, White, 24" x 50"	26,000	Each	\$.16 /Ea	\$ 4,160.00 /Yr
Wipes, Microfiber, 80% Polyester/20% Polyamide, 16" x 16"	13,416	Each	\$.07 /Ea	\$ 939.12 /Yr
Towel, Shop, 100% Cotton Osnaburg, 18" x 18"	64,948	Each	\$.03 /Ea	\$ 1,948.44 /Yr
Total Annual Cost:			\$ 41,889.02	

Pricing shall be F.O.B. destination, Modesto, CA. Any freight/delivery charges shall be included in unit price.

The above stated pricing is net to the City, inclusive of Federal Excise tax, California State, Local, Sales and Use tax.

The above stated pricing is subject to Zeropercent (0 %) cash discount if invoice is paid within _____ days after receipt of order.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

UNIFORM RENTAL COST	
Description	Rental Per Week
Coveralls, 100% Cotton	\$.31 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$.15 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$.15 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$.20 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$.24 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$.28 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$.34 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$.30 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$.55 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$.14 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$.15 /Pr
Pants, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$.17 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$.22 /Pr
Pants, Men's, Indura Flame-Resistant, 100% FR Cotton	\$.29 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$.20 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea
Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea

ATTACHMENT A

Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$.29	/Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$.15	/Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$.15	/Ea

Emblem Replacement and Installation Cost	\$ 0.00	Ea
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Other Charges		
Description	Up-charge Unit Cost	
Extra long shirt in lieu of standard length shirt	\$ 0.00	/Un
Lab Coat in lieu of Coveralls	\$ 0.00	/Un
	\$	/Un
	\$	/Un
	\$	/Un
	\$	/Un
Reflective Material on Shirts	\$ 0.00	/Un

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Replacement Garments Cost (Damaged by City)		Damage Insurance Program Cost
Description	Unit Cost	Unit Cost
Coveralls, 100% Cotton	\$ 22.00 /Pr	\$.13 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$ 10.00 /Ea	\$.06 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$ 10.00 /Ea	\$.06 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 8.00 /Pr	\$.06 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$ 10.00 /Pr	\$.06 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$ 12.00 /Pr	\$.13 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$ 14.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$ 18.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$ 16.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$ 35.00 /Pr	\$.13 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$ 12.00 /Pr	\$.13 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$ 10.00 /Pr	\$.06 /Pr
Pant, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$ 15.00 /Pr	\$.06 /Pr
Pants, Men's, indura Flame-Resistant, 100% FR Cotton	\$ 35.00 /Pr	\$.13 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea

ATTACHMENT A

Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$ 25.00 /Ea	\$.13 /Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$ 10.00 /Ea	\$.06 /Ea

Damage Insurance Program:

- If the garment is damaged it will be replaced without being charged the replacement rate for the garments.
- If an employee leaves and all the garments are damaged, ripped and or stained there will be no cost associated with those garments.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.		
By (Person Submitting Proposal): Tony Salas		(Print)
By (Person Submitting Proposal):		(Signature)
Title of Person Submitting Proposal: General Manager		
Business Address (City/State/Zip): 1617 Jim Way Modesto CA. 95358		
E-Mail Address: Salas-Tony@aramark.com		
Tel No.: (916) 737-6287	Fax No.:	Date: 4-2-2018

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Exceptions, Clarifications, Amendments

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Company Name (Proposer):

REFERENCES

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

All proposers must provide a list of three (3) current or former clients in the area provided below, identifying prior experience with the same type of services requested by the City under **Scope of Work**. References shall have similar volume and requirements to those outlined in these specifications, terms and conditions. Proposer's failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the Proposers' performance record on services similar to that described in this proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	City of Sacramento
Address:	915 I Street
City, State, Zip Code:	Sacramento CA 95814
Contact Person:	Marc Robles
Telephone Number:	(916) 808-6343
Email Address:	mrobles@cityofsacramento.org
Type of Business:	Municipality
Date of Service:	8-2013 to present
Annual Contract Value	\$ 300,000 Annually

Company Name:	Cal Trans
Address:	34th and Stockton Blvd.
City, State, Zip Code:	Sacramento CA 95816
Contact Person:	Gabe Nelson
Telephone Number:	(916) 227-9691
Email Address:	gabe.nelson@dot.ca.gov
Type of Business:	Municipality
Date of Service:	10-2003 to present
Annual Contract Value	\$ \$300,000 Annually

Company Name:	Hilmar Cheese
Address:	9001 N Lander Ave
City, State, Zip Code	Hilmar CA. 95324
Contact Person:	Alyssa Gier
Email Address:	agier@himarcheese.com
Telephone Number:	(209) 656-3273
Type of Business:	Cheese company
Date of Service:	12-2010 to present
Annual Contract Value	\$ 450,000 annually

Company Name (Proposer):	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
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FINANCIAL INTEREST DISCLOSURE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

FINANCIAL INTEREST DISCLOSURE

REQUIRED DISCLOSURE BEGINNING THE COUNCIL MEETING

OF JANUARY 7, 2003

The ordinance requiring financial interest disclosure by all parties having a direct or indirect interest of \$2,000 or more (except for certain publicly traded companies) will be effective at the Council meeting of January 7, 2003. This means that any Council action on a contract, agreement or development right must be accompanied by a FINANCIAL INTEREST DISCLOSURE FORM listing by name all parties that have a material financial interest in the agreement, contract or development right.

PLEASE NOTE, any Council action that requires a FINANCIAL INTEREST DISCLOSURE cannot be considered by the City Council until the required reporting is made. That means that Agenda Items without the DISCLOSURE will be removed from the Council Agenda.

FINANCIAL INTEREST DISCLOSURE

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than \$2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.
2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than \$2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

APPLICANT'S NAME (SIGNATURE):

Tony Salas General Manager
APPLICANT'S NAME/TITLE (PRINT):

Applicable Names:

DATE:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

FINANCIAL INTEREST DISCLOSURE

COMPANY NAME: _____

NAMES

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

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ATTACHMENT A

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

SUPPORT OF LOCAL VENDORS

REQUEST FOR DECLARATION
of
LOCAL BUSINESS

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

☒ I declare I am a local business per the above criteria

SUPPORT OF LOCAL VENDORS
DECLARATION OF ELIGIBILITY

Company Name:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Street Address:	1617 Jim Way Modesto CA
Telephone Number:	(209) 552-4215
Business License Number:	0002573502

Under penalty of perjury, The Undersigned declares that the foregoing information is true and correct:

Print/Type Name:	Tony Salas
Title:	General Manager
Signature:	
Date:	4-2-2018

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

COMPANY HISTORY STATEMENT

Your company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

The company history statement shall be prepared on company letterhead and provided with the proposal submittal.

CATALOGS

Proposer shall furnish a complete set of color catalogs depicting lab coats, coveralls, pants and shirts, submitted with their proposal. One complete set of catalogs shall be provided with each proposal (original and copies).

PRODUCT QUALITY

Proposer shall provide information regarding the overall quality of the garments proposed. Lab Coats, Coveralls, Pants and Shirts. Include at a minimum:

- Manufacturers
- Brand specifications and brochures
- Sizes including extra-tall shirt lengths
- Warranties

SERVICE QUALITY

Proposer shall provide an overview of their customer service program. Include at a minimum:

- Service guarantee
- Inventory control (Bar Code/RFI Tracking System)
- Garment replacement and repair program
- Loss and replacement rate
- Damage Insurance (if applicable)
- Additional charges
- Trade-in program
- Reports – Various Usage Reports

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

CONTINGENCY SERVICE PLAN

Proposer shall have a Contingency Service Plan for use in the event of any disruption of service due to equipment malfunction, labor dispute, Force Majeure, or any other occurrence, either within or beyond the control of the Proposer, which would assure weekly pick-up and delivery of all items.

Proposer shall describe their company's Contingency Service Plan, including offsite location(s) and business addresses.

COMPLAINT PROCEDURE

Proposer shall provide copies of their written complaint procedure, complaint report forms, and information on standard time frames for resolving complaints. These procedures shall become part of the agreement with the Contractor.

GARMENT RENTAL INSURANCE

Proposer shall provide a detailed overview of their company's garment rental insurance program, including weekly rental rates.

SAMPLES

After proposals have been opened, garment samples shall be requested by the Purchasing Buyer. Samples shall consist of new and used garments; lab coats, coveralls, pants and shirts. Used garments shall be representative samples of garments supplied under contract. Samples shall be furnished to the Purchasing Division within five (5) business days after receipt of notification. Samples from non-successful proposers may be returned after completion of the evaluation process, at proposer's expense.

MINIMUM QUALIFICATIONS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Minimum Qualifications are mandatory for proposal consideration, and at a minimum shall include the following:

A. Financial Stability (Provided in a sealed separate envelope):

Proposers shall submit a copy of their company's most recent professionally prepared Financial Statements (Income Statement and Balance Sheet). These statements, if un-audited, shall be accompanied by a cover letter that states the name and title of the preparer, the basis of the financial statement presentation (cash or accrual) and whether these statements have been prepared in accordance with Generally Accepted Accounting Principles for the most recent fiscal year end of the proposer. Audited financial statements shall be submitted in their entirety, including the auditor's opinion and notes to the financial statements.

A separate document shall be provided and signed under penalty of perjury by the proposer's financial officer or owner that explains the proposer's inability to provide statements for a fiscal period that ended at least eight (8) months before the required date of submittal, if such inability exists.

One complete set of Financial Statements shall be submitted in a sealed separate envelope filed with the **(original proposal document)**, marked with the following:

FINANCIAL STATEMENTS
NAME AND ADDRESS OF PROPOSER
SPECIFICATION NO. 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

B. Company History: Your Company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

PROPOSAL EVALUATION CRITERIA

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Most of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Responses should be complete and detailed. However, if relevant information needs to be presented to further support the proposer's case other appropriate sections may be added.

EVALUATION

All proposals submitted will be reviewed by a City of Modesto evaluation committee. At the completion of the proposal review, finalists may be asked to provide an in-depth presentation and product demonstration at a location in Modesto. Whether or not a presentation is required is wholly within the discretion of the evaluation committee. The committee will select the proposal which best fulfills the City's requirements and represents the best value to the City of Modesto as determined by the evaluation committee. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

EVALUATION CRITERIA

1. REFERENCES
2. PRODUCT QUALITY
3. SERVICE QUALITY
4. CONTINGENCY SERVICE PLAN
5. COMPLAINT PROCEDURE
6. GARMENT RENTAL INSURANCE
7. SAMPLES
8. COST

The total annual cost for Garments and Materials shall be used for evaluation purposes

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS

SCOPE OF WORK:

The City of Modesto is seeking a qualified contractor to provide uniform and laundry services for approximately 482 City personnel. In addition, the contractor shall also provide miscellaneous door mats, dust mats, shop towels, terry towels, etc., as part of their service. This RFP does not include the *purchase* of items.

The successful contractor shall provide all products, labor, equipment, tools, transportation and fuel, and insurance necessary to perform all of the services outlined in the RFP.

1.1 GENERAL SPECIFICATIONS:

- A. Provide cleaned work garments to City employees. Garment ownership shall remain with the contractor.
- B. The term “new” and “used” shall be defined as follows:
 - 1. “New” shall mean garments that have not previously been worn or otherwise put into use and are free from defects, mending or repairs. Garments that are factory irregulars or blemished shall not be accepted as new.
 - 2. “Used” shall mean garments issued by the Contractor and worn by other clients of the Contractor then returned to the Contractor due to contract termination. Used garments shall have at least ½ of their service life left and may have some small mending or repairs. Garments that are excessively faded, excessively mended or that have stains or defects, non-mended holes or tears shall not be acceptable as used.
 - 3. “Replacement Garment” shall be provided at the time of the next delivery. If the replacement garment cannot be provided within that timeframe, the Contractor shall notify the appropriate City representative of the reason why and date the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from subsequent invoice(s).

1.2 GARMENT SPECIFICATIONS:

- A. All male specified styles and cuts shall be available in any/all required sizes at no additional charge. All pants shall have fully functional belt loops.
- B. All female specified styles and cuts shall be available in any/all required sizes at no additional charge and be designed for females. All pants shall have fully functional belt loops. Shirts for female employees shall be constructed specifically for female personnel and be of an appropriate length.
- C. Pricing shall apply to all sizes, including sizes the Contractor does not normally stock. The City shall pay no extra fees for non-stock sizes that the Contractor may need to purchase to fulfill this contract.

1.3 NON-SUPERVISORY UNIFORMS:

- A. All non-supervisory garments shall be “Industrial Cut” unless otherwise approved in writing by the supervisor.

B. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 88% Cotton – 12% Nylon Twill Flame-Resistant
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

C. Pants:

Men's:

- 100% Cotton Denim, or
- 75% Cotton – 25% Polyester Duck or
- 65% Polyester - 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

D. Cotton Garments:

Cotton shirts and pants shall be provided if an employee requires all cotton garments for safety and/or health reasons.

E. Coveralls:

Coveralls shall have a blouse back. Employees in plans with coveralls may choose, at the time they are enrolled, either 100% pre-shrunk cotton or a minimum 7.5 oz. material, 65% polyester/35% cotton twill coverall.

F. Colors:

Departments/divisions will select the fabric color for garments from the Contractors standard colors list at the time of the initial fitting. The chosen colors will be standard issue within each division as shown in catalogs submitted with proposal.

G. Emblems:

Each uniform shirt shall have the City of Modesto logo. The cost for the initial City emblem and installation shall be included in the cost of the shirt.

H. First Name Emblem:

Should a Division request a first name emblem, the emblem shall match the color of the City emblem and shall be attached above the chest pocket on the left side of the shirt. The charge for first name emblem and installation shall be the same cost as City emblem and shall be included in the cost of the shirt.

I. Laundered pants and shirts shall be pressed and returned to the City on hangers (**wrinkle free delivery**).

J. Laundered coveralls shall be folded when delivered (**wrinkle free delivery**).

K. Shirts shall not have "points" from wire hangers on the shoulders.

1.4 SUPERVISORY UNIFORMS:

A. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 65% Polyester - 35% Cotton Twill or
- 60% Combed Cotton - 40% Polyester or
- 88% Cotton – 12% Nylon Twill Flame-Resistant or
- 100% Cotton fabric
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

B. Pants:

- Executive style (Alternative styles may be offered but the City reserves the right to accept or not accept)
- 65% Polyester – 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

- C. The City reserves the right to select the fabric color per division for shirts and pants. Divisions may select more than one color for shirts and pants from the Contractor's standard garments list.

1.5 MATERIALS:

- A. Mats shall be industrial floor mats with nylon pile carpet with rubber borders and backing.

- B. All towels shall be delivered in acceptable condition at all times; stains, holes, or rips shall not be acceptable.

1.6 UNIFORM SERVICE REQUEST:

A Uniform Service Request (URS) form shall be used for all transactions (sample form attached).

- A. Enroll each participant and document the initial issuance of uniforms.
- B. Employee transfers from one department/division to another department/division.
- C. Replace garments due to loss or damage for which the City will be charged.
- D. Variance from normal requirements, employees who choose to launder their own uniforms due to skin irritations from the cleaning process or from the chemicals used.
- E. Employee requires all cotton garments.
- F. Terminate an employee.
- G. Temporary suspension of services for a particular employee for extended vacation or long-term illness.
- H. All other transactions involving charges to the City.

The contractor shall obtain a signed USR by the City before completing any transaction. The Contractor shall complete pricing information on the USR before the City signs the form, authorizing the transaction.

1.7 ENROLLMENT PROCESSES:

- A. Processes: Upon execution of the Contract by the Contractor and the City, the Purchasing Division will issue a Notice to Proceed. Upon receipt of the Notice to Proceed, the Contractor shall arrange meetings with all participating department/divisions to determine specific employee requirements.
- B. Measurements: Within five (5) business days from the date of the Notice to Proceed, the Contractor shall provide a meeting schedule to the Purchasing Division for individual measurements of all employees. The meeting schedule shall be established by department/division. Measurements for the shirts shall include the sleeve length, neck size, chest size and waist length. Short and long shirts shall be provided for individual body sizes. Measurements for the pants shall include the waistline, inseam length and hip, if necessary, to assure a proper fit in the hips/seat area.
- C. Long Sleeve/Short Sleeve: Each employee shall choose short sleeve or long sleeve shirts, or a combination of both.
- D. Coveralls: Coveralls measurements shall include chest size and length of legs and arms.
- E. The Contractor shall keep the report current throughout the term of the contract. The Purchasing Division shall receive an updated report upon request.
- F. Service Start-Up: Contractor shall furnish all garments within thirty (30) calendar days from the date of "Notice to Proceed". All garments provided to City shall be new upon commencement of contract.
- G. Identification of Uniforms: Employee name shall be identified in or on each garment. Once new garments are issued to employees, those garments shall be laundered and returned to same employee and shall not be reissued to a different employee unless the garments are exchanged by the employee (e.g. change of sleeve length or change of size), or the employee is on extended leave or terminated.

1.8 ADDING AND REMOVING EMPLOYEES :

- A. The City shall have the right to add employees at any time during the term of the contract. There shall be no preparation fee to add employees and the weekly service rates will be as stated under the original agreement.
- B. When service for new employee is added during contract period, garments shall be new, equal to the current condition of those garments placed into service at start of agreement.
- C. The City may terminate services for any employee at any time without a monetary penalty being imposed by the Contractor. Upon termination, all uniforms will be turned into the Contractor. The City will pay for any missing or damaged garments in accordance with the Prorated Replacement Cost. USR shall be used to document termination.
- D. The City shall notify the Contractor by USR to discontinue services in the event of extended absences due to vacation, extended illness or leave of absence. Contractor may chose to collect, or not to collect garments depending upon the length of the absence. Upon return of the employee, a USR will be prepared and the garments reissued.

- E. When an employee transfers from one department/division to a different department/division, a USR shall be processed to close that employee's account and the old garments shall be turned to the Contractor. A second USR shall be prepared by the new department/division for garments issued to the employee.

1.9 ISSUANCE OF REPLACEMENT GARMENTS:

- A. Garments must at all times, be in a condition acceptable to the City. Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost to the City. Replacement garments may be used subject to City approval.
- B. Garments lost or damaged beyond repair due to City's negligence, shall be replacement by Contractor within two (2) weeks. The City will pay the appropriate prorated replacement charge as defined below. The replacement garment may be new or used, subject to City approval.
 - 1. Garments lost or damaged beyond repair by City shall be replaced at City's expense. The cost of replacement shall be based on the Contractor's quoted replacement cost for each new garment and shall be adjusted downward one-month for each month of usage.
 - 2. The City will make a good faith effort to return Contractor's merchandise at the end of the contract.

1.10 PREPARATION CHARGE:

- A. Preparation charges may be charged for the following:
 - 1. Replacement garments issued because of loss or damage by the City.
- B. Preparation charges shall not be charged for the following:
 - 1. Garments issued during initial enrollment or at the time of contract renewal, if City requires new garments.
 - 2. Garments replaced by the Contractor due to loss or damage by the Contractor or worn out through normal wear. There shall also be no charge for the logo and name if these were on the original garment.

1.11 EMPLOYEE REQUESTED CHANGES:

- A. Change of Uniform Plan: An employee may change garment types with supervisor approval and/or change size of garments at any time during the term of the contract for the cost of the Preparation Charge. New or used garments may be used.
- B. Shirt Sleeve Length: After initial issue, an employee may request to change from a short sleeve shirt to a long sleeve shirt, or vice versa at any time with supervisor approval. New or used garments may be used.

1.12 LAUNDERING AND MAINTAINING GARMENTS:

- A. Pick-up and delivery at all locations shall be made once a week.
- B. When soiled garments are picked up they shall be counted at the pick-up point with a garment control list showing the number of garments picked up for each employee. The list will be given to the department/division at the time of the pick-up. Garments shall be inspected for special handling (i.e.:

pre-spot, repair, maintenance), at time of pick-up.

- C. All garments shall be laundered and maintained in a condition acceptable to the City. Laundered garments shall be clean and free from any tears, grime, soiling, sand, dirt, lint, odors or paint, ink or grease stains.
- D. If incoming garments have not been laundered satisfactorily by the Contractor, Contractor shall be notified and the weekly cost for the garment(s) shall be deducted from payment. When there is disagreement between the Contractor and department/division about such garments, or when the problem becomes chronic or ongoing, the department/division shall notify the Purchasing Division to resolve the problem.
- E. Where lockers have been designated for City employees, laundered garments shall be delivered into the lockers. Contractor shall be notified of any missing garment(s) and the weekly cost for the garment(s) shall be deducted from payment.
- F. The Contractor shall implement a tagging system to designate garments in need of repair or stain removal. Repairs and maintenance of all garments shall be done with the same fabric as the garment including thread color or transparent thread. Repairs/stain removal shall be completed by next delivery.
- Repairs/stain removal shall be at no cost to the City. If the garment cannot be repaired or stain removed, the garment will be replaced at replacement cost.
- G. Supervisory uniforms and cotton uniforms used for safety reasons (electrical workers) shall be repaired by darning and not by means of an iron-on patch.
- H. Garments delivered after laundering without proper department/division patches or other required patches will be brought to the Contractor's attention and the weekly cost for garment(s) shall be deducted from payment.

1.13 SERVICE COORDINATOR:

Upon award of contract, Contractor shall provide the Purchasing Division the name and telephone number of a service coordinator and route driver(s) handling the City's account. In addition, the names and telephone numbers of backup personnel who are qualified to receive and resolve any/all complaints that arise during the performance of this contract.

1.14 COMPLAINT PROCEDURE:

For complaints involving the replacement of garments, replacement shall be made by the next delivery date. If the replacement cannot be made within that time, the Service Coordinator shall notify the department/division and give the date when the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from the subsequent invoice.

1.15 UNIFORM PLANS, USAGE AND LOCATIONS:

The following tables are designed to provide Proposers with a comprehensive listing of the number of City employees currently using uniform services, their work site location, and a description of the uniform service plan they are currently receiving. The successful proposer shall be required to furnish whatever quantity may be required during the contract term. Quantities listed are estimates based on current usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

ATTACHMENT A

# of Employees on Plan	Plan Type (list below)	Location	Work Unit	Description
9	B	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
2	D	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
9	H	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Coverall - Employee Launder
1	J	501 N Jefferson, Bldg. 4B	Electrical – Supervisor	Uniform Pants
2	E	1000 L St, Centre Plaza	Centre Plaza – Production Technician	Centre Plaza Shirts & Pants
1	C	1000 L St, Centre Plaza	Centre Plaza – Maintenance Technician	Centre Plaza Shirts & Pants
5	B	1000 L St, Centre Plaza	Centre Plaza – Event Attendants	Centre Plaza Shirts
18	E	1000 L St, Centre Plaza	Centre Plaza – Service Workers	Centre Plaza Shirts & Pants
4	C	501 N Jefferson, Bldg. 3	Parks – Supervisor	Executive Shirts
17	B	501 N Jefferson, Bldg. 3	Parks – MW	Uniform Pants & Shirts
4	H	501 N Jefferson, Bldg. 3	Parks – Mechanics	Coverall - Employee Launder
3	B	501 N Jefferson, Bldg. 2	Streets – Supervisor & Crewleader	Executive Shirts/Polo Shirts (Supervisor & Crewleader)
15	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Uniform Pants & Shirts
1	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Coveralls
7	B	115 Elm Street	Traffic Operations – Technicians	Uniform Pants & Shirts
12	C	1109 9 th St	Parking – Laborer	Shirts
1	D	1109 9 th St	Parking – Laborer	Uniform Pants & Shirts
2	C	501 N Jefferson, Bldg. 1A	Forestry – Supervisor	Executive Shirts
25	B	501 N Jefferson, Bldg. 1A	Forestry – Technician	Uniform Pants & Shirts
2	B	501 N Jefferson, Bldg. 1A	Tagging Abatement – MW	Uniform Shirts
2	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Supervisor	Executive Shirts (Supervisor & Crewleader)
7	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Technician	Uniform Pants & Shirts
4	B	121 Elm Street	Building Services – Technician	Uniform Pants & Shirts
2	B	236 Codoni Ave	Water – Supervisor	Executive Shirts & Pants
4	B	236 Codoni Ave	Water –Sr. USW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Coveralls
1	B	1201 S Carpenter Rd	Water – Supervisor	Executive Shirts & Pants
2	B	1201 S Carpenter Rd	Water – Water – Sr. USW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Coveralls
2	I	1201 S Carpenter Rd	Water – Elect & Instr. Techs	Flame Resistant Pants & Shirts
2	I	501 N Jefferson, Bldg. 1B	Water – Supervisor	Executive Shirts
2	B	501 N Jefferson, Bldg. 1B	Water – Supervisor	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Coveralls
3	B	1221 Sutter Ave	Sewer Collections – Supervisor	Executive Shirts & Pants
43	G	1221 Sutter Ave	Sewer Collections – Technician	Uniform Pants & Shirts
4	B	1221 Sutter Ave	WWTP – Supervisor	Executive Shirts & Pants
12	G	1221 Sutter Ave	WWTP – Technician	Uniform Pants & Shirts
22	G	1221 Sutter Ave	WWTP – Operations	Uniform Pants & Shirts
15	B	7007 Jennings Road	WWTP – Technician	Uniform Pants & Shirts
3	F	1221 Sutter Ave	WWTP - Lab	Lab Coats
5	B	1221 Sutter Ave	WWTP – Lab	Uniform Pants & Shirts
6	J	1221 Sutter Ave	WWTP – Environmental	Uniform Pants & Shirts
9	I	1221 Sutter Ave	WWTP – Electricians	Uniform Pants & Shirts
7	B	7007 Jennings Road	Composting – Technicians	Uniform Pants & Shirts
5	A	7007 Jennings Road	Composting – Technicians	Coveralls
6	B	501 N Jefferson, Bldg. 1A	Street Sweeping – Equip Operator	Uniform Pants & Shirts

ATTACHMENT A

9	B	501 N Jefferson, Bldg. 1A	Green Waste Collection – Equipment Operator	Uniform Pants & Shirt
1	C	501 N Jefferson, Bldg. 1A	Green Waste Collection – Supervisor	Executive Shirts
3	B	617 Airport Way	Airport Operations – MW	Uniform Pants & Shirts
2	B	1609 8 th Street	Fleet Services – Parts	Uniform Shirts/Polo Shirts
2	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Supervisors	Executive Shirts/Polo Shirts
13	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Technicians	Uniform Pants & Shirts
3	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services – Crew Leaders	Uniform Pants & Shirts
1	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services - Welder	Uniform Pants & Shirts, 100% Cotton.

Miscellaneous Materials Locations (No Uniform Delivery)

Modesto Fire Department – Fire Station 1 – 610 11 th Street
Modesto Fire Department – Fire Station 2 – 420 Chicago Ave.
Modesto Fire Department – Fire Station 3 – 635 El Vista Ave.
Modesto Fire Department – Fire Station 4 – 1505 Blue Gum Ave.
Modesto Fire Department – Fire Station 5 – 200 West Briggsmore Ave.
Modesto Fire Department – Fire Station 6 – 2700 Standiford Ave.
Modesto Fire Department – Fire Station 7 – 1800 Mable Ave.
Modesto Fire Department – Fire Station 9 – 4025 Fara Biundo Drive
Modesto Fire Department – Fire Station 10 – 148 Imperial Ave.
Modesto Fire Department – Fire Station 11 – 4225 Carver Road
Modesto Police Department Administration – 600 10 th Street
Modesto Police Department Operations – 600 10 th Street
Modesto Police Department Property & Evidence – 1124 F Street
Modesto Police Training Facility – 3000 West Main Street

Initial Plan Type	# of Employees	Description
A	5	Seven (7) cotton coveralls and launder three (3) cotton coveralls each week
B	190	Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week
C	20	Eleven (11) shirts and launder five (5) shirts per week
D	3	Six (6) shirts and launder three (3) weekly
E	20	Seven (7) shirts, seven (7) pants and launder four (4) each week
F	3	Five (5) lab coats and launder two (2) each week
G	77	Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls.
H	13	One coverall per year. Employee to launder.
I	144	Eleven (11) shirts, eleven (11) pants, 2 coveralls, and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed.
J	1	Eleven (11) pants, launder five (5) pants each week.
K	6	Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week

1.16 PICK-UP AND DELIVERY:

- A. All items (garments and materials) shall be picked up on a weekly basis , cleaned and returned the following week at the delivery points specified herein, on the same day of each week, and all items delivered on that day (negotiated between City and Contractor). Deliveries shall be made between the

hours of 7:30 A.M. and 3:00 P.M. A copy of the finalized schedule shall be given to the Purchasing Division within one week after the employees’ measurements have been taken. Changes in the schedule may change throughout the life of the contract (negotiated between City and Contractor).

- B. Contractor shall provide sufficient size and quantity of laundry bags or containers appropriate for soiled garments as needed at each location at no additional charge.
- C. Contractor shall provide a delivery ticket by department/division within each delivery location. Each delivery ticket shall contain the following information:
- Vendor's Name
 - Date of Delivery
 - Name of department/division
 - Delivery Address
 - Itemized list of garments/supplies by employee name
 - Quantity, unit price, extension of each item and total charges

1.17 USAGE REPORTS:

Upon request, the Contractor shall provide a report of items rented by the City. The report of rented items shall be sorted by department/division, and state the items description, inventory amount (weekly, monthly, bi-annual or annual where applicable), and actual inventory on hand.

1.18 SCHEDULED CITY HOLIDAYS:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

1.19 CITY BUSINESS/DELIVERY LICENSE:

Prior to beginning any service furnished under this specification and proposal, the Proposer shall secure the appropriate Business/Delivery license from the City of Modesto. Business/Delivery license information may be obtained by calling (209) 577-5389.

1.20 CITY REPRESENTATIVE:

All services provided under any resulting contract shall be under the general technical guidance and direction of the City of Modesto, Purchasing Division. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

1.21 INSURANCE:

The CONTRACTOR shall provide, at its own expense, and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the

Risk Manager of the CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- A. Workers' Compensation - Insurance as required by the State of California, with Statutory

Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- B. General Liability - Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability – If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, the CONTRACTOR shall promptly obtain a new

policy, submit the same to Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation.

The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the CITY.

The CONTRACTOR's insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

CONTRACTOR shall either require any subcontractor to procure and to maintain during the term of the subcontract all insurance in the amounts specified above, or shall insure the activities of subcontractors in the policy specified above. The limits of liability required may vary, depending on the type of permit or contract.

1.22 STAFFING REQUIREMENTS:

- A. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employee in the Service Area. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations established by the City and shall comply with the reasonable directions of its officers.
- B. Contractor shall provide sufficient back-up in times of staff shortages due to vacations.

1.23 CHARACTER OF WORKERS:

If any person employed by the Contractor fails or refuses to carry out the direction of the City, or appears to be incompetent or acts in a disorderly or improper manner, that person shall be discharged immediately from the job on the request of the Purchasing Manager, and such person shall not again work on any City job.

1.24 CONTRACTOR EMPLOYEE UNIFORMS:

All employees of the Contractor shall wear uniform-style shirts bearing the Contractor's business name while performing contracted services on City sites. Upon award of a contract, the Contractor shall furnish a list of his/her employees to the Purchasing Division.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL SUBMITTAL:

Proposers shall submit two “inked” (preferably blue ink) signed original proposal document, plus eight (8) copies of the signed original proposal document. **The original proposal document shall be clearly marked.** Photocopies do not constitute an original proposal document.

FAILURE TO FURNISH ONE “INKED” SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

It is the responsibility of the proposers to identify information in their proposal responses that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All costs associated with the preparation of this proposal shall be borne by the proposer.

All exceptions taken to these specifications shall be specifically and clearly identified on the Exceptions, Clarifications, Amendments Form. **Failure to comply with this provision is grounds for proposal rejection.**

Exceptions taken shall not affect the overall performance and quality of equipment, materials and/or services required by the City. The Purchasing Manager or her designated agent shall make the final decision regarding the acceptability of equipment, materials and/or services with exceptions.

2.1.1 ACCEPTANCE/REJECTION OF IRREGULAR PROPOSALS:

A contract shall be awarded to the proposer whose proposal most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

2.1.2 COMPLETE PROPOSAL DOCUMENT:

The following forms constitute the makeup of a complete proposal document:

- Proposal Acknowledgement (**Signature Form**)
- Pricing Schedule (**Signature Form**)
- Exceptions, Clarifications, Amendments
- References
- Financial Interest Disclosure
- Support of Local Vendors (if applicable)
- Company History Statement
- Catalogs
- Product Quality
- Service Quality
- Contingency Service Plan
- Complaint Procedures
- Garment Rental Insurance

Failure to furnish any of these forms may result in disqualification.

2.1.3 PROPOSAL PREPARATION:

Proposals shall be prepared in the order as listed in Section 2.1.2 Complete Proposal Document. Proposals should be tabbed with dividers. Tabbed dividers shall be clearly marked indicating the appropriate form.

2.2 COMPLIANCE:

Proposers are required to sign the "Pricing Schedule and Proposal Acknowledgement Forms" of this proposal document, thereby acknowledging they are in full compliance with all requirements of RFP No. 1718-42, and any addendum to such proposal. **Failure to comply may result in disqualification.**

Proposer shall furnish two "inked" signed original proposal document, plus eight (8) copies of the signed original proposal document.

FAILURE TO FURNISH ONE "INKED" SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

The proposer guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City of Modesto.

2.3 NON-COMPLIANCE:

If you cannot comply with a specification requirement, note as an addendum on the Exceptions, Clarifications, Amendments Form specification paragraph, your exception, and your recommendation. The Purchasing Manager will evaluate your recommendation. If after evaluation it is determined that the proposer is not in compliance with the specification, the proposal may be rejected.

2.4 PRICING FORMAT:

Provide a detailed explanation of the cost to be charged to the City for all services. The explanation should indicate administrative and management support and staff allocations showing the specific salary allocation. The proposer's cost factor and profit factor should be shown in arriving at the required service fee.

Unless otherwise stated, the proposer agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.

2.5 PRICING SCHEDULE:

Proposers shall use the Pricing Schedule Form to present their proposed pricing. No other form or format shall be accepted.

2.6 AWARD OF PROPOSAL:

This is an "all or none" award.

Proposals shall be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria."

The committee shall recommend award to the proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the City, and attains the highest overall point score. Award may not necessarily be made to the proposer with the lowest price.

The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of California.

The City reserves the right to select that proposal, which best suits the City's needs. Regardless of City staff's recommendation, the City Council reserves the right to award a contract to the proposer that best suits the City's needs as determined by the City Council whether or not said award is consistent with City staff's recommendation for award.

2.7 EVALUATION PROCESS:

Proposals shall be evaluated using a three (3) step process:

Level 1 – Minimum Qualifications Review: The City shall perform an initial responsiveness review to determine compliance and shall notify disqualified Proposers. Proposers that do not meet the "Minimum Qualifications" requirements shall be deemed non-responsive and/or/non-responsible to this RFP and will receive no further consideration.

Level 2 – Proposal Content and Cost Ratings: Proposals that meet Level 1 Minimum Qualifications Review shall be evaluated based on the evaluation criteria "Proposal Evaluation Criteria". Proposer submittals shall be evaluated and scored. Proposer cost information shall be evaluated as part of Level 2 evaluation process.

Level 3 – Short List (Oral Presentations): At the sole discretion of the Evaluation Committee, a "short list" of proposers may be developed of the highest rated proposals, based on Level 1 and Level 2 rankings. If the Evaluation Committee chooses, these proposers would be invited to give oral presentations. Final scoring of "short list" proposals will be completed upon the conclusion of oral presentations.

2.8 SUPPORT OF LOCAL VENDORS:

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

2.9 TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of City, for a total of five (5) years.

- A. Pricing shall remain firm for the first two (2) years of any contract, which may be awarded pursuant to this RFP.
- B. Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by Contractor(s) in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

2.10 QUANTITIES:

The successful proposer shall be required to provide whatever quantities may be required during the contract term. No minimum or maximum is guaranteed or implied.

2.11 FUNDING:

All annual extensions are based upon continuous funding for that purpose by the City Council. Failure to fund any annual extension shall result in an immediate termination of the agreement without redress.

2.12 INSPECTION AND ACCEPTANCE:

Whenever the product or service provided by the supplier has been delivered to the delivery point, the designated agent shall make the final inspection and acceptance.

If upon initial inspection the product or service is found to be defective in its construction or deficient in any of the requirements of this specification, the supplier shall remedy or remove said product in an acceptable manner at the supplier's expense. No compensation shall be allowed for such correction of product, labor, or transportation of product.

2.13 TERMINATION OF SERVICES:

The City reserves the right to discontinue services with the provider upon failure to meet contractual expectations and/or obligations.

The City reserves the right to review the service providers' performance at any time with or without the knowledge or consent of the provider.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or her designee, and using department(s) after reviewing the incident(s) of failure to perform. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

2.14 PAYMENT AND INVOICING:

- Paper Payment Method:
All invoices shall be paid in full within thirty (30) days after completion and acceptance of satisfactory services by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this bid document.
- Electronic Payment Method:
The City of Modesto provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of bid or contract. Notification of payments and required invoice information are issued to the supplier's designed Accounts Receivable contact by email remittance advice at time of payment.

During the bid evaluation process preference may be shown to bidders that agree to accept Epay for payment of invoices. Please indicate on the Pricing Schedule whether or not your company will accept the City's Epay Program.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

Invoices shall be clear and concise. Vendor codes and abbreviations are not acceptable. Vendor shall establish account numbers for each City department/division using this service. At a minimum, invoices shall state the following:

- City department/division name and address
- Billing period
- Employee(s) name
- Quantity of each garment provided
- Unit price, extended price, sales tax and total

2.15 OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

2.16 NON-DISCRIMINATION:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

2.17 NON-DISCRIMINATION OF THE HANDICAPPED:

CERTIFICATION OF PROPOSALDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

By executing this agreement, the proposer hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap

discrimination and participation, and will continue to do so for at least the duration of the agreement and any extensions thereof.

2.18 DRUG FREE WORKPLACE:

Proposer/Contractor certifies that he/she is in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

2.19 HOLD HARMLESS AGREEMENT:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

2.20 ASSIGNMENT OF RIGHTS:

CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

2.21 CITY PROCESS/PROCEDURE APPROVALS:

CITY approval of any process or procedure shall not relieve the proposer of his/her responsibility to furnish the required items and service meeting all specifications contained herein.

2.22 PROPOSALDER/SELLER REPRESENTATION:

The proposer/seller represents that:

- A. He/She has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant purchase order and supporting data, and that he/she has, from the information contained in such documents, specifications, and data, fully acquainted him/her with all conditions relevant to the work.
- B. He/She has made all reasonable investigations essential to a full understanding of the difficulties, which may be encountered in performing the work.
- C. He/She will complete the work for the compensation stated above.
- D. He/She assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. In addition thereto, the proposer/seller represents that he/she is fully qualified to do the work in accordance with the terms of any Purchase Order issued within the time specified in it.

- F. Anything mentioned in the specifications and not in the Purchase Order, or mentioned in the Purchase Order and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the specifications and the Purchase Order, the Purchase Order shall govern.

2.23 FAILURE TO PERFORM SATISFACTORY:

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, CITY's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, (2) have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or (3) recommend termination of contract between said CONTRACTOR and the City of Modesto. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

2.24 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:

If CONTRACTOR damages any property belonging to the CITY, the CITY may either retain from the money due to CONTRACTOR an amount sufficient to repair the damage or require CONTRACTOR to repair the damage to the satisfaction of the CITY at CONTRACTOR's expense.

2.25 LABOR FORCE AND SUPERVISION:

CONTRACTOR shall provide sufficient labor at all times to carry out the project properly and shall ensure that fully experienced competent licensed workers who are skilled in the type of work required are employed. CONTRACTOR shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of the CITY, any person is incompetent or disorderly, CONTRACTOR shall promptly remove such person from the work for the duration of the contract.

2.26 PROTEST AND APPEAL PROCEDURES:

Potential offerors, proposers, contractors and subcontractors wishing to protest or appeal the procurement or contracting process or a decision to award by the City of Modesto, must follow the procedures provided in the City of Modesto Purchasing Manual, Section I, Procedure 5. Protest procedures are in place that allow for a protest during the proposal process and must be filed no later than three (3) working days after the proposal opening. A protest to an announced decision to award a contract may also be filed no later than ten (10) working days after the Intent to Award letter date. Protests or appeals, which are not submitted in accordance with the above procedures, will not be reviewed. A copy of the procedures may be obtained by contacting the City of Modesto Purchasing Office at (209) 577-5405.

City of

MODESTO**UNIFORM SERVICE REQUEST**

Date _____

TO: _____

FROM: _____

Employee's Name (Print)

Social Security No.

Dept./Dev. Title

PART I TRANSACTION☐ Start Plan☐ Lost Garments☐ Incorrect Size☐ Change Plan☐ Damaged Garments☐ Other (Specify)☐ Terminate Plan☐ Garments Worn, ReplaceExplanation: _____

_____**PART II UNIFORM PLAN ORDERED**Number of Changes per Week: _____ Shirts _____ Pants _____
Coveralls☐ Long Sleeve☐ Short Sleeve

Pay Period Employee Charge _____ Uniform Code _____

Date Ordered _____

I hereby authorize the City of Modesto to make the above deduction.

Employee's Signature_____
Supervisor's Signature_____
Laundry Signature**PART III UNIFORM PLAN RECEIVED/RETURNED**

Date of Uniform Plan Receipt/Return _____

I acknowledge the receipt of the above uniforms and accept the responsibility of this inventory upon termination of uniform plan.

Employee's Signature_____
Laundry Signature (for return of uniforms only)**PART IV TO BE COMPLETED BY SUPERVISORS**☐ Charge Employee \$☐ Charge City \$☐ No Charge_____
Supervisor's Signature_____
Laundry Signature**PART V DAMAGE/LOSS PAYMENT**

My signature acknowledges that my supervisor has brought to my attention a uniform problem and as a result a deduction will be made from my payroll check.

Employee's Signature

SAMPLE AGREEMENT

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

This Agreement, made and entered into in the City of Modesto, State of California, this ____ day of _____, 2018, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and Contractor, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. _____ authorizing the award of proposal and contract for the furnishing of Uniform and Laundry Services to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of UNIFORM AND LAUNDRY SERVICES, as described in RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES, *attached hereto as Exhibit "C" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK.

a. CONTRACTOR shall furnish all products, labor, equipment, tools, transportation and fuel, and insurance necessary to perform as specified in Exhibit "C", and in strict accordance with the conditions of the complete Contract.

b. CONTRACTOR shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the City Representative.

c. CONTRACTOR shall furnish the services as defined in Exhibit "C" at the following contracted rates:

2. CITY REPRESENTATIVE:

City Representative for Uniform and Laundry Services:

The City Representative is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of five (5) years.

Year 1: Notice to Proceed through June 11, 2019

Year 2: June 12, 2019 through June 11, 2020

Year 3: June 12, 2020 through June 11, 2021

Year 4: June 12, 2021 through June 11, 2022

Year 5: June 12, 2022 through June 11, 2023

Pricing shall remain firm for the first two (2) years of the contract.

Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

4. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to CITY as may be required by the Risk Manager. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be

given to the Risk Manager of CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- (a) Workers' Compensation - In compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000
- (b) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.
- (c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, CONTRACTOR shall promptly obtain a new policy, submit the same to Risk Manager of CITY for approval and submit a certificate thereof as herein above provided. Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. CITY, and its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation,

Professional Liability and Financial Institution's Fidelity. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager of CITY. The CONTRACTOR must deliver certificates evidencing existence of the insurance to the City prior to the time contract is signed.

CONTRACTOR agrees to provide CITY with a separate endorsement evidencing proof of City's additional insured status required herein (both general and automobile liability) as well as a separate endorsement for the Workers' Compensation insurer's waiver of all subrogation rights as stated above. Every endorsement shall identify the policy number.

CONTRACTOR shall provide CITY with separate an endorsement evidencing proof of the CITY's additional insured status as to the general liability insurance policy. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

CONTRACTOR further agrees that the amount of insurance required may from time to time be adjusted by CITY's Risk Manager and CONTRACTOR agrees to file a new insurance certificate with CITY's City Clerk evidencing the new amounts after a thirty (30) day written notice from CITY's Risk Manager.

5. PAYMENT:

All invoices shall be paid in full within thirty (30) days after completion and acceptance of the

service by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this proposal document.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

CONTRACTOR shall establish a separate billing account number for each CITY department and/or division.

6. INDEMNITY:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

In the indemnity clause contained herein CONTRACTOR agrees to defend, indemnify and hold CITY harmless from the negligence of its employees, among other risks. With reference to the foregoing, the parties agree that all risk of loss, including but not limited to damages, property losses and defense of third party suits, arising out of or relating to the operation of CITY owned vehicles by CONTRACTOR's employees is apportioned to CONTRACTOR in accordance with the provisions contained in Indemnity 6.

7. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its

Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

8. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, U.S.A., without giving effect to its conflicts of laws provisions or principles.

9. COMMENCEMENT AND COMPLETION OF THE WORK:

The work contemplated herein shall be commenced as soon as possible **after receipt of the Notice to Proceed for this contract.** The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management);

Executed Agreement;

- a. Resolution No. _____ *attached hereto as Exhibit "A" and made a part hereof;*
- b. CONTRACTOR submittal, *attached hereto as Exhibit "B" and made a part hereof;*

- c. RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES, *attached hereto as Exhibit “C” and a part hereof;*

10. TERMINATION OF SERVICES:

a. The CITY reserves the right to discontinue service with the CONTRACTOR upon failure to meet contractual expectations and/or obligations, as recommended by the Purchasing Manager, or his designee, in conjunction with the using departments.

The CITY reserves the right to review the service CONTRACTOR’s performance at any time with or without the knowledge or consent of the CONTRACTOR.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or his designee, and using departments, after reviewing the incident(s) of failure to perform.

b. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

11. COMPLIANCE WITH ALL LAWS:

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the work described, designated and shown upon the plans herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

12. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

- a. Resolution No. _____;
- b. CONTRACTOR submittal;
- c. RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES;
- d. Insurance Certificates,
- e. City of Modesto Standard Specifications and General Provisions.

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to operate so that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

13. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: _____

CITY: City of Modesto
Purchasing Division
P.O. Box 642
Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

14. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

15. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

16. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City Clerk under authority of Resolution No. _____, adopted by the Council of the City of Modesto on the _____-day of _____, 2018 and _____has caused this Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

CONTRACTOR

By: _____
Joseph P. Lopez, Interim City Manager

By: _____
(Signature)

By: _____
(Name & Title)

Date: _____

By: _____
(Signature)

ATTEST:

By: _____
(Signature)

By: _____
STEPHANIE LOPEZ,
CITY Clerk

Date: _____

APPROVED AS TO FORM:
ADAM U. LINDGREN,
CITY Attorney

By: _____
JOSE M. SANCHEZ, Assistant City Attorney

By: _____
Terrance Massey, Acting Risk Manager

Signature Requirements

Corporation:

1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the corporate seal.

Partnership: Signature of one partner

Sole Proprietorship: Signature of proprietor

Product Quality

Manufacturers:

Aramark Uniform and Career Apparel (AUCA) Manufacturing is the primary supplier for 80% of all standard uniform products that are utilized in our rental programs, and many for direct purchase.

Products we manufacture include, but are not limited to: 65/35 Work Shirts, 100% Cotton Work Shirts, 100% Spun Poly Work Shirts, ImagineKnit Shirts, TeamCasual Knit Shirts, Oxford Executive Shirts, Denim Shirts, Blended Twill Shirts, High Visibility Shirts, 65/35 Work Pants, 100% Cotton DuraPress Work Pants, Pleated Work Pants, Denim Jeans, Short Pants, Pleated Short Pants, 65/35 Coverall, 100% Cotton Coverall, 65/35 Women's Work Pants, Women's Pleated Pants, Smocks, Men's Lab Coats, Counter Coats, Shop Coats, Wraparound Gowns, Butcher's Coats, Chef's Coats, Chef's Pants, Cook's Shirt, Food Processing Pants, Ultra Soft Garments (Shirts, Pants, Coveralls) and Aprons.

If products are not manufactured directly by Aramark, they are purchased from a number of suppliers with whom we have long established relationships. Secondary garment suppliers supplement our product to meet specialized needs of our customers in size, style, color, etc. Non-garment items are purchased from various reputable companies servicing the textile industry. Our suppliers change from time to time, as we work to provide the best product and service to our customers at the best possible price. Secondary supplier list cannot be disclosed as it is proprietary information.

Bulk quantities of non-garment products are typically purchased from our manufacturers and stocked at AUS Distribution Centers to fulfill day-to-day orders. Individual Market Centers also keep supplies on hand for immediate delivery needs.

Brand specifications and brochures:

See attached catalogs

Sizes including extra-tall shirt lengths:

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In the event that The City of Modesto location manager feels that an item should be taken out of service, ARAMARK will replace garments due to normal wear and tear at no cost to you on all garments through our Continuous Upgrade Program. Different job requirements will help determine garment service life. ARAMARK will replace worn garments at no charge under "normal wear" conditions, based on the parameter of each specific job requirement. ARAMARK will continuously and automatically upgrade garments through our Route Representative, Garment Inspectors and periodic quality visitations by District Managers. This helps maintain a consistency of high quality image.

Do you have a procedure/policy in place for product returns?

Yes. For a rental program, if there is a defect in material or workmanship due to a production error on our part, Aramark will repair or replace the item at no charge to The City of Modesto. We will also make every effort to correct any service issues within 24 hours of receiving the service concern

Does your company offer a warranty/guarantee policy on delivered goods?

Yes. Aramark guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Aramark shall provide you with merchandise freshly laundered, processed, mended and finished in accordance with the generally accepted standards of the textile industry. Aramark will continually inspect and identify merchandise in need of repair or replacement, and repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you."

We recognize that all items will wear differently and the normal "wear and tear" of items will vary by particular job application. For this reason Aramark will replace items on an as needed rather than a pre-scheduled basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.

Supply Chain Quality Control

To assure that only first quality garments are manufactured, Aramark has a quality control program in place that sets the standard for the industry. This is a Statistical Quality Control program based on MIL SPEC 105D Level E. Under this program, a portion of each operator's work is monitored on a random basis. This information is collected by Q.C. inspectors using "state-of-the-art" handheld computers and

is immediately evaluated. A strictly enforced procedure is followed whenever an error is found to assure that the problem is corrected. This quality monitoring is done at every operation.

Final audits are performed on random bundles of work selected from each style. The number of garments audited depends upon the size of the lot. This final random audit is done to further assure quality before garments leave the plant. If any errors are detected at this level, they are corrected prior to shipment. If the allowable statistical error rate is exceeded, the entire lot is returned for 100% inspection. Simply put, the product will be rejected if its appearance or functionality is significantly affected by a defect; if measurements, tolerances, fabric or component specifications and lab testing requirements are not met; or if the defect represents a potential safety hazard.

All Aramark vendors and manufacturers are provided with our Merchandise Specification Guide, which outlines the corporate policies, standards and quality control processes that we expect all to adhere to. Additionally, a two-page compliance form has been developed to ensure the product development program is properly established and maintained with all expected responsibilities listed.

Service Quality

Service guarantee

We are committed to meet and exceed our customers' expectations. Following are other distinguishing service capabilities that set Aramark apart from the rest of the competition.

Market Leader in Managed Services Industry

- FORTUNE magazine Ranked Aramark #1 in Diversified Outsourcing
- Aramark was ranked number one in its industry in FORTUNE magazine's 2016 list of "America's Most Admired Companies," consistently ranking since 1998, as one of the top three most admired companies in its industry as evaluated by peers and analysts.

Image

- Aramark offers the widest selection and most comfortable garments in the industry – bar none! Our ARASOFT brand garments are the softest, most durable garments in the uniform rental industry.
- Aramark manufactures most of the garments we supply to our rental customers, which drives our costs down and, thus, makes it possible to pass on these savings to our customers.

- Aramark will replace garments due to normal wear and tear throughout the life of our contract based on a location's request.

Total Cost Management

- Aramark will conduct site assessments at each location, set benchmarks based on the prior uniform program, and we will continually work with The City of Modesto to drive those costs below previous suppliers' costs location by location.
- Aramark will conduct monthly financial audits to ensure pricing integrity. This will be done and sent to the City of Modesto by the 15th of each month. Aramark will partner with the City of Modesto to ensure total spend stays on track with current purchase order(s).

Highest Route Driver Tenure in Industry

- Our Route Sales Representatives have the lowest turnover in the industry, and are also the highest paid drivers in the industry. Average tenure is 9.5` years. Drivers are held directly accountable for every account they service.
- Aramark's RSRs are utilizing the newest handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions that benefit our business and our customers.
- Aramark's RSRs are fully trained on our S.T.O.P. service process
 - S- say hello and check in with the location contact that signs the invoice
 - T-take care of business by servicing the account
 - O-offer samples of any items that could benefit and or enhance the customers service needs
 - P-present and review invoice

Innovative Technology

- Aramark continues to be an industry leader in the development of innovative technologies and products. Aramark's proprietary Install Tracker, wastewater treatment technologies (ECOLAB), customer employee purchase tracking, and handheld PCs are several of the system innovations which have made us a technological leader in the industry. In addition, we are committed to product innovations and service enhancements to proactively address our changing customers' needs and industry.

Industry Leaders in Wastewater Treatment

- Aramark's Environmental Engineering department leads the industry in development of technologies and procedures for the treatment of wastes and wastewater, and for the safe handling of customers' soiled merchandise. As necessary, we have installed full physical / chemical wastewater treatment systems to remove dissolved oil and grease and other priority pollutants, such as heavy metals and organic compounds. In addition, over the past three years, Aramark has committed to the conversion of liquid chemistry from dry. This provides for accurate dosing of detergents in the washwheel, safer operation, and consistent quality.

Proactive Performance Metrics

- Aramark will set goals with The City of Modesto management team to monitor and make process improvements on a quarterly basis. These goals will be driven down to a local level and will be reviewed by both local The City of Modesto and ARAMARK management. Once The City of Modesto approves the changes, Aramark will be committed to implementing them.
- Customer Satisfaction Measurement is conducted annually by a third-party organization to assess the satisfaction level with the service Aramark provides.

Aramark's *Quality Control Monitoring Program* (QCM) is a communication tool that provides customers the opportunity to evaluate performance on a quarterly basis. The program entails quarterly visits by a District Manager to review and evaluate all elements of the uniform program. By allowing our customer's to evaluate our services on a regular basis, Aramark is taking a proactive and ongoing approach at managing the quality of products and service performance. As part of our effort to continuously improve our service, we track different aspects of our merchandise, service and overall performance.

The QCM Program is designed for local Market Centers to stay abreast of performance for their largest 52 customers in each district; however, upon finalizing the *Uniform Service Agreement*, a customer may request that these surveys be taken regardless of the size of the customer's location for all locations in your regional program.

Inventory Control Bar Code System

Here are the key points of Aramark's garment tracking system:

- Utilizes bar code labels
- Process tracking by garment
- Superior inventory management
- Shortage reduction
- Mending and repair flagging
- Total garment history
- Activity reporting
- No additional cost

- Sample reports attached

Garment replacement and repair program

Aramark utilizes a "Customer Quality Assurance Program" that is designed to measure the effectiveness of the inspection components and predict the approximate ship quality of garments going to its customers. It also provides details useful in improving and maintaining acceptable defect levels. Most "defects" are the result of customer use of product rather than an incorrect production step. Thus, internal and external defects are addressed to insure a constant quality level. Also, the program focuses on issues beyond repairs, such as stains, poor finish, etc. that adversely affect customer satisfaction. As these are defined, they are marked and counted as defects.

Garments are inspected at each point in the production process. Of the garments inspected, 10% are then re-inspected by another person. A total of 85% of the repairs made are the result of our in-house inspection process. Garments are reviewed for rips, missing/broken buttons, broken zippers, loose name/company emblems, stains, faded garments, missing I.D. tags, torn crotch seams, missing fly stitching, torn front pockets and cleanliness. In addition, garments with repair tags are kept together and repaired after they are washed. A final review takes place when the route driver prepares his route for delivery.

Upon weekly pick-ups at customer locations, Aramark inspects each garment and textile as it is processed in the plant prior to delivery; garments and textiles needing repairs get repaired and delivered the same week; garments and textiles needing replacement get replaced with good-used or new garments and textiles. All new installations will be installed with new garments and textiles. This process is ongoing and continuous from the first day of service.

Loss and replacement rate

Listed on the pricing schedule page of the RFP.

Damage insurance

Aramark provides "Easy Care" for its garment customers.

Program highlights:

- **What is Easy Care?**

Easy Care is a program that helps make managing your uniform program as hassle free as possible. Instead of being charged for each garment item that is ruined; a nominal fee per garment is charged each week. This predictability will help level your weekly invoice and allow you to spend more time focusing on your business.

- **How does Easy Care work?**

With Easy Care you can expect your Route Sales Representative to help ensure that each weekly delivery includes replacement of covered garments that were ruined so you won't be short-handed. The last thing you want to deal with is a frustrated employee who doesn't have enough uniforms. Easy Care provides the peace of mind you need to focus on what really matters, the success of your business.

- **How much does Easy Care cost?**

The program fees are pennies per week per garment. Pricing will depend on the garment and fabric type. The program does not cover intentional abuse, lost garments and non-garment merchandise. The weekly rental rates for these items are listed on the pricing schedule page of the RFP.

Additional charges

No additional charges will apply.

Trade-in program

Not available at this time

Reports-Variou Usage Reports

See attached

Contingency Service Plan

Yes, Aramark has a Disaster Recovery Plan in place to respond to unexpected disaster or emergency situations. A copy of our Disaster Recovery Plan can be provided upon your request (available in hard copy only). The plan provides problem scenarios and the Market Center's reaction in the following areas:

- Loss of Public Utilities
- Loss of Transportation
- Loss of Supply Chain
- Loss of Systems and Equipment
- Loss of Sanitation Services
- Market Center Closure

Aramark also has a Strike Contingency Plan that provides detailed information on appropriate actions to take during a strike. This document can also be provided upon request (available in hard copy only).

Document Highlights

- Picketing Do's and Don'ts
- Points of Vulnerability
- Coordinating Watch Teams
- Job Duties & Replacement Workers
- Security Guard Procedure
- Contingency Plan Forms
- Background Information on Strikes and Operations

Complaint Procedure

Customer Service Care Center

Aramark has extended the Customer Service Care Center's operational hours from 6:00AM ET – 8:00PM ET. Simply call 1-800-ARAMARK to speak with an Aramark Customer Care representative.

Response and Recovery Process

1. Customer contacts Customer Service Center.
2. A Customer Service Representative works to resolve customer's concern. Approximately 25% of all concerns are resolved by a Customer Service Representative.
3. If the reason for the contact cannot be resolved, a Service Request form is created and sent to the Field Service Management Team.
4. The FSMT will communicate with customer and resolve concern before close of business same day or have an agreeable action plan for resolution in place before close of business same day.
5. The Customer Service Representative will follow up on any open Service Requests until resolution.
6. The FSMT must confirm through the Service Request once the customer concern has been resolved.
7. The Customer Service Representative will contact the customer to confirm resolution and satisfaction.
8. If resolution did not happen and/or customer is not satisfied, the Service Request will be re-opened and escalated to next level management team to address and resolve.

1-800-ARAMARK

Garment Rental Insurance

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Total Cost Management

- Aramark will conduct site assessments at each location, set benchmarks based on the prior uniform program, and we will continually work with The City of Modesto to drive those costs below previous suppliers' costs location by location.
- Aramark will conduct monthly financial audits to ensure pricing integrity. This will be done and sent to the City of Modesto by the 15th of each month. Aramark will partner with the City of Modesto to ensure to total spend stays on track with current purchase order(s).

Highest Route Driver Tenure in Industry

- Our Route Sales Representatives have the lowest turnover in the industry, and are also the highest paid drivers in the industry. Average tenure is 9.5` years. Drivers are held directly accountable for every account they service.
- Aramark's RSRs are utilizing the newest handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions that benefit our business and our customers.
- Aramark's RSRs are fully trained on our S.T.O.P. service process
 - S- say hello and check in with the location contact that signs the invoice
 - T-take care of business by servicing the account
 - O-offer samples of any items that could benefit and or enhance the customers service needs
 - P-present and review invoice

Innovative Technology

- Aramark continues to be an industry leader in the development of innovative technologies and products. Aramark's proprietary Install Tracker, wastewater treatment technologies (ECOLAB), customer employee purchase tracking, and handheld PCs are several of the system innovations which have made us a technological leader in the industry. In addition, we are committed to product innovations and service enhancements to proactively address our changing customers' needs and industry.

Industry Leaders in Wastewater Treatment

- Aramark's Environmental Engineering department leads the industry in development of technologies and procedures for the treatment of wastes and wastewater, and for the safe handling of customers' soiled merchandise. As necessary, we have installed full physical / chemical wastewater treatment systems to remove dissolved oil and grease and other priority pollutants, such as heavy metals and organic compounds. In addition, over the past three years, Aramark has committed to the conversion of liquid chemistry from dry. This provides for accurate dosing of detergents in the washwheel, safer operation, and consistent quality.

Proactive Performance Metrics

- Aramark will set goals with The City of Modesto management team to monitor and make process improvements on a quarterly basis. These goals will be driven down to a local level and will be reviewed by both local The City of Modesto and ARAMARK management. Once The City of Modesto approves the changes, Aramark will be committed to implementing them.
- Customer Satisfaction Measurement is conducted annually by a third-party organization to assess the satisfaction level with the service Aramark provides.

Aramark's *Quality Control Monitoring Program* (QCM) is a communication tool that provides customers the opportunity to evaluate performance on a quarterly basis. The program entails quarterly visits by a District Manager to review and evaluate all elements of the uniform program. By allowing our customer's to evaluate our services on a regular basis, Aramark is taking a proactive and ongoing approach at managing the quality of products and service performance. As part of our effort to continuously improve our service, we track different aspects of our merchandise, service and overall performance.

The QCM Program is designed for local Market Centers to stay abreast of performance for their largest 52 customers in each district; however, upon finalizing the *Uniform Service Agreement*, a customer may request that these surveys be taken regardless of the size of the customer's location for all locations in your regional program.

Inventory Control Bar Code System

Here are the key points of Aramark's garment tracking system:

- Utilizes bar code labels
- Process tracking by garment
- Superior inventory management
- Shortage reduction
- Mending and repair flagging
- Total garment history
- Activity reporting
- No additional cost
- Sample reports attached

Garment replacement and repair program

Aramark utilizes a "Customer Quality Assurance Program" that is designed to measure the effectiveness of the inspection components and predict the approximate ship quality of garments going to its customers. It also provides details useful in improving and maintaining acceptable defect levels. Most "defects" are the result of customer use of product rather than an incorrect production step. Thus, internal and external defects are addressed to insure a constant quality level. Also, the program focuses on issues beyond repairs, such as stains, poor finish, etc. that adversely affect customer satisfaction. As these are defined, they are marked and counted as defects.

Garments are inspected at each point in the production process. Of the garments inspected, 10% are then re-inspected by another person. A total of 85% of the repairs made are the result of our in-house inspection process. Garments are reviewed for rips, missing/broken buttons, broken zippers, loose name/company emblems, stains, faded garments, missing I.D. tags, torn crotch seams, missing fly stitching, torn front pockets and cleanliness. In addition, garments with repair tags are kept together

and repaired after they are washed. A final review takes place when the route driver prepares his route for delivery.

Upon weekly pick-ups at customer locations, Aramark inspects each garment and textile as it is processed in the plant prior to delivery; garments and textiles needing repairs get repaired and delivered the same week; garments and textiles needing replacement get replaced with good-used or new garments and textiles. All new installations will be installed with new garments and textiles. This process is ongoing and continuous from the first day of service.

Loss and replacement rate

Listed on the pricing schedule page of the RFP.

Not available at this time

Reports-Variou Usage Reports

See attached

Contingency Service Plan

Yes, Aramark has a Disaster Recovery Plan in place to respond to unexpected disaster or emergency situations. A copy of our Disaster Recovery Plan can be provided upon your request (available in hard copy only). The plan provides problem scenarios and the Market Center's reaction in the following areas:

- Loss of Public Utilities
- Loss of Transportation
- Loss of Supply Chain
- Loss of Systems and Equipment
- Loss of Sanitation Services
- Market Center Closure

Aramark also has a Strike Contingency Plan that provides detailed information on appropriate actions to take during a strike. This document can also be provided upon request (available in hard copy only).

Document Highlights

- Picketing Do's and Don'ts
- Points of Vulnerability
- Coordinating Watch Teams
- Job Duties & Replacement Workers
- Security Guard Procedure
- Contingency Plan Forms
- Background Information on Strikes and Operations

Complaint Procedure

Customer Service Care Center

Aramark has extended the Customer Service Care Center's operational hours from 6:00AM ET – 8:00PM ET. Simply call 1-800-ARAMARK to speak with an Aramark Customer Care representative.

Response and Recovery Process

1. Customer contacts Customer Service Center.
2. A Customer Service Representative works to resolve customer's concern. Approximately 25% of all concerns are resolved by a Customer Service Representative.
3. If the reason for the contact cannot be resolved, a Service Request form is created and sent to the Field Service Management Team.
4. The FSMT will communicate with customer and resolve concern before close of business same day or have an agreeable action plan for resolution in place before close of business same day.
5. The Customer Service Representative will follow up on any open Service Requests until resolution.
6. The FSMT must confirm through the Service Request once the customer concern has been resolved.
7. The Customer Service Representative will contact the customer to confirm resolution and satisfaction.
8. If resolution did not happen and/or customer is not satisfied, the Service Request will be re-opened and escalated to next level management team to address and resolve.

1-800-ARAMARK

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit 1:
Insurance Requirements for Aramark
(Uniform Laundering Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR

REV 2017_07_01

Attn: City Risk Services
Stockton, CA 95202

EXHIBIT C

PRICE QUOTE

PUR 18-010 UNIFORMS RENTAL AND LAUNDRY SERVICE

Provider
Discount

Aramark

PRICING

0

Item Description	Aramark Item Code	Estimated Weekly Quantities	Weekly Rental Price	Weekly Total Pricing Extended	Replacement Cost
Coverall 100% Cotton	GO-0009	480	\$0.31	\$148.80	\$22.00
Coverall 65/35	GO-0011	331	\$0.31	\$102.61	\$22.00
Jacket 100% FR Cotton	GO-2663	18	\$2.00	\$36.00	\$65.00
Jacket Slash Pocket 65/35	GO-0218	284	\$0.25	\$71.00	\$20.00
Jacket Team 65/35	GO-0575	72	\$0.25	\$18.00	\$20.00
Lab Coat White Unisex	GO-1544	22	\$0.15	\$3.30	\$10.00
Pant Casual Pleated	GP-0151	25	\$0.15	\$3.75	\$10.00
Pant Cell Phone Pocket	GP-0564	198	\$0.22	\$43.56	\$15.00
Pant Western Denim Blue	GP-0294	2002	\$0.24	\$480.48	\$12.00
Pant Western Denim Blue FR	GP-0264	125	\$0.29	\$36.25	\$35.00
Pant Work Mens	GP-0002	252	\$0.13	\$32.76	\$8.00
Pant Work Womens	GP-1036	0	\$0.13	\$0.00	\$8.00
Shirt FR Blue or Khaki	GS-0652	146	\$0.29	\$42.34	\$25.00
Shirt Executive Mens	GS-0098-GS-0099	139	\$0.15	\$20.85	\$9.00
Shirt Executive Womens	GS-2156-GS-2157	0	\$0.15	\$0.00	\$9.00
Shirt polo Mens	GS-1724	274	\$0.15	\$41.10	\$10.00
Shirt polo Womens	GS-1957	274	\$0.15	\$41.10	\$10.00
Shirt Hi-Vis	GS-0896-GS0897	492	\$0.33	\$162.36	\$25.00
Shirt work cotton	GS-0048-GS-0049	1203	\$0.18	\$216.54	\$10.00
Shirt work blend Mens solid colors	GS-0007-GS-0019	522	\$0.12	\$62.64	\$8.00
Shirt work blend Womens solid colors	GS-2154-GS-2155	0	\$0.12	\$0.00	\$8.00
Shorts Men's	GP-0730	40	\$0.20	\$8.00	\$8.00
Shorts Women's	GP-1038	0	\$0.20	\$0.00	\$8.00
Vest men's		4	\$0.25	\$1.00	\$20.00
Bath Towel 22x44	TO-0032	150	\$0.16	\$24.00	\$1.00
Garment rolling rail		10	\$0.00	\$0.00	\$150.00
Garment storage locker		10	\$0.00	\$0.00	\$200.00
Glass towels	TO-0008	350	\$0.06	\$21.00	\$0.50
Seat Covers Tan	DO-0020	30	\$0.29	\$8.70	\$5.00
Locker soil		10	\$0.00	\$0.00	\$200.00
Mat 3x10 Steady Step	DM-1704	20	\$5.00	\$100.00	\$50.00
Mat 3x5	DM-0001	59	\$0.95	\$56.05	\$30.00
Mat Scraper or Antifatigue 3x5	DM-0025-DM-0196	15	\$0.95	\$14.25	\$30.00
Mat 4x6 Steady Step	DM-1704	37	\$4.00	\$148.00	\$40.00
Mat logo 4x6	DL-0600	1	\$3.00	\$3.00	\$125.00
Mat Scraper 4x6	DM-0025	1	\$1.95	\$1.95	\$40.00
Towel can		1	\$0.00	\$0.00	\$25.00
Towel shop 18x18	TS-0002	100	\$0.03	\$3.00	\$0.20
Dust Mops 36"	DP-0018	24	\$0.45	\$10.80	\$13.00
Total Estimated Weekly Cost:			\$23.56	\$1,963.19	\$1,306.70
Total Estimated Monthly Cost:			\$102.09	\$8,507.16	\$5,662.37
Total Estimated Annual Cost:			\$1,225.12	\$102,085.88	\$67,948.40
Total Estimated Annual Cost:		Discount	\$0.00	\$0.00	\$0.00
Total Estimated 2 year Cost:			\$2,450.24	\$204,171.76	\$135,896.80

MSR

City of

STOCKTON**UNIFORM SERVICE REQUEST****Date** _____

TO: _____

Employee _____

FROM: _____

Employee's Name (Print) _____

No. _____

Dept./Dev. Title _____

PART I TRANSACTION☐ Start Plan☐ Lost Garments☐ Incorrect Size☐ Change Plan☐ Damaged Garments☐ Other (Specify)☐ Terminate Plan☐ Garments Worn, Replace

Explanation: _____

PART II UNIFORM PLAN ORDERED

Number of Changes per Week: _____

Shirts _____

Pants _____

Coveralls _____

☐ Long Sleeve☐ Short Sleeve

Pay Period Employee Charge _____

Uniform Code _____

Date Ordered _____

I hereby authorize the City of Modesto to make the above deduction.

Employee's Signature_____
Supervisor's Signature_____
Laundry Signature**PART III UNIFORM PLAN RECEIVED/RETURNED**

Date of Uniform Plan Receipt/Return _____

I acknowledge the receipt of the above uniforms and accept the responsibility of this inventory upon termination of uniform plan.

Employee's Signature_____
Laundry Signature (for return of uniforms only)**PART IV TO BE COMPLETED BY SUPERVISORS**☐ Charge Employee \$ _____☐ Charge City \$ _____☐ No Charge_____
Supervisor's Signature_____
Laundry Signature**PART V DAMAGE/LOSS PAYMENT**

My signature acknowledges that my supervisor has brought to my attention a uniform problem and as a result a deduction will be made from my payroll check.

Employee's Signature

This Agreement may be amended only by a written amendment signed by Contractor and City.

CITY OF STOCKTON

Kurt O. Wilson, City Manager

ATTEST:

Christian Clegg, Interim City Clerk

APPROVED AS TO FORM:
John M. Luebberke, City Attorney

City Attorney,

ARAMARK UNIFORM SERVICES

By: _____
Signature

Tony Salas
Print name

GM
Title

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

By: _____
Signature
Robert Moore
Print Name

District Manager
Title

COOPERATIVE DOCUMENTS

MODESTO CITY COUNCIL
RESOLUTION NO. 2018-351**RESOLUTION APPROVING THE AWARD OF PROPOSAL AND CONTRACT FOR THE FURNISHING OF UNIFORM AND LAUNDRY SERVICES TO ARAMARK UNIFORM SERVICES, MODESTO, CA, FOR TWO (2) YEAR AGREEMENT WITH THREE (3) ONE-YEAR EXTENSION OPTIONS AT THE SOLE DISCRETION OF THE CITY, FOR AN ANNUAL COST NOT TO EXCEED \$160,323 AND A TOTAL AMOUNT NOT TO EXCEED \$801,615 OVER FIVE YEARS, AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE TO EXECUTE THE AGREEMENT**

WHEREAS, the City Manager authorized the Purchasing Manager to issue formal Request for Proposals (RFP) for the furnishing of uniform and laundry services, and

WHEREAS, the Purchasing Division issued RFB 1718-42 for uniform and laundry services for Citywide departments on the City's website under commodity codes for clothing athletic, casual, dress, uniforms blended fabric, uniforms cotton, uniforms synthetic fabric, work clothes, laundry and dry cleaning services, laundry and linen services, and rental or lease services of clothing services, and

WHEREAS, the proposals were formally opened in the City Clerk's office. Three (3) companies choose to respond, one of which was a local vendor. All companies provided responsive and responsible proposals, and

WHEREAS, an evaluation committee comprised of seven (7) City staff members evaluated and graded the proposals which included a representative from almost every City department, and

WHEREAS, based on being ranked highest in total evaluation criteria the evaluation committee recommends the award of proposal and contract for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA, and

WHEREAS, Modesto Municipal Code Section 8-3.203 generally requires all purchases, which meet or exceed \$50,000 for material, equipment or contractual services to be formally bid. The award of proposal and contract for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA, conforms to the Modesto Municipal Code.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Modesto that it hereby approves the award of proposal for the furnishing of uniform and laundry services for Citywide use to Aramark Uniform Services, Modesto, CA for an annual cost not to exceed \$160,323 and a total amount not to exceed \$801,615 over five years.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized to execute the agreement, in a form approved by the City Attorney.

The foregoing resolution was introduced at a regular meeting of the Council of the City of Modesto held on the 14th day of August, 2018, by Councilmember Ridenour, who moved its adoption, which motion being duly seconded by Councilmember Grewal, was upon roll call carried and the resolution adopted by the following vote:

AYES: Councilmembers: Grewal, Kenoyer, Ridenour, Zoslocki

NOES: Councilmembers: Ah You, Madrigal, Mayor Brandvold

ABSENT: Councilmembers: None

ATTEST:


STEPHANIE LOPEZ, City Clerk

(SEAL)

APPROVED AS TO FORM:

By:


ADAM U. LINDGREN, City Attorney



ARAMARK/AUCA Company Background/Information

<p>ARAMARK Holdings Corporation Overview</p>	<p><u>Aramark Corporation</u></p> <p>Aramark is a \$14.8 billion world leader in managed services, with approximately 269,500 employees serving clients and customers in 22 countries. We are a leading provider of a broad range of outsourced services to business, educational, healthcare, and government institutions, sports, entertainment and recreational facilities. We have leadership positions in food and support services as well as uniform and career apparel services. Our success is garnered only by delivering on our promises to our clients and customers and helping them succeed. We do this by creating outsourced service solutions that enable our clients to focus on their core competencies and thereby drive their businesses and institutions forward.</p> <p><i>Ownership:</i></p> <p>Since Aramark's founding in 1959, we have broadened our service offerings and expanded our client base through a combination of organic growth and acquisitions, with the goal of further developing our food, facilities and uniform capabilities, as well as growing our international presence.</p> <p>On January 26, 2007, Aramark delisted from the NYSE in conjunction with a going-private transaction.</p> <p>In May 2012, Eric Foss became the new CEO and President of our company. Previously, Mr. Foss was the CEO of Pepsi Beverages Company and was Chairman and CEO of the publicly-traded Pepsi Bottling Group. Under Mr. Foss' leadership at Aramark, we have introduced a number of initiatives designed to accelerate revenue and profit growth and expand margins.</p> <p>Aramark went public again in December 2013 and is currently a publicly-owned company.</p> <p>Stock Symbol: ARMK</p> <p><i>Experience Management Team:</i></p> <p>Our management team consists of long-tenured Aramark leaders with significant industry experience along with outside leaders with significant Fortune 500 management, consumer/retail and food industry experience. Our CEO and President, Eric Foss, is an experienced Fortune 500 public company CEO. Since joining Aramark in 2012 he has introduced an integrated strategy focusing on growth, productivity, people and delivering on financial commitments. The average tenure of our principal operating leaders is 20 years, with individual tenure ranging from 33 years to less than one year. Our remaining senior management team and</p>
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business unit presidents' tenure averages 12 years.

History Overview

Over the course of our history, Aramark has endeavored to build relationships of trust with thousands of clients around the world. The company offers its clients the most complete, most innovative array of professional services in the marketplace, and thus provides solutions that are customized to each client's unique needs.

- 1936 – Davre Davidson starts the company in Los Angeles.
- 1959 – Company becomes ARA (Automatic Retailers of America).
- 1960 – ARA makes debut as a public company.
- 1968 – ARA serves its first Summer Olympics in Mexico and acquires District News.
- 1969 – ARA officially becomes ARA Services.
- 1976 – ARA Services enters the work uniform rental and career apparel industry.
- 1983 – Joseph Neubauer elected CEO of ARA Services.
- 1984 – Management owns 40% of the company, deflecting hostile takeover.
- 2000 – FORTUNE – one of America's 100 Most Admired Companies purchases ServiceMaster.
- 2001 – Aramark lists as RMK on NYSE, reaching \$8 Billion in revenue.
- 2006 – All outstanding shares are acquired by investors lead by Joseph Neubauer.
- 2012 – Eric Foss elected CEO and President of Aramark.

AUCA Overview

AUCA Overview

ARAMARK Uniform & Career Apparel, Inc. is a \$1.5 billion company, comprised of both rental and direct sale business units. Aramark offers a coast-to-coast service through a network of pick-up and delivery routes, cleaning facilities and distribution centers, as well as through a direct sales force. With over 230 rental facilities nationwide, we offer a full array of uniform and allied products, ranging from standard industrial shirts and pants, to complete lines of allied products, dust control, and hygiene solutions (i.e., aprons, towels, mops, mats, continuous roll towels, hands-free hygiene products.)

AUCA Company Name & Address

Aramark Uniform & Career Apparel, LLC.
115 North First Street, Burbank, CA 91502

Company's Dun & Bradstreet number

08-838-9739

Company's Tax ID#

95-3082883



Legal form of your company? (Corporation, LLC, Partnership or Proprietorship)	Corporation. Aramark Uniform & Career Apparel, LLC <i>(a wholly-owned subsidiary of ARAMARK Corporation)</i>
Parent Company Name & Address	Aramark Corporation ARAMARK Tower 1101 Market Street Philadelphia, PA 19107
Ownership status	Public Corporation
Description of ownership structure	AUCA is a wholly-owned subsidiary of AUCA Group and, in turn, AUCA Group is a wholly-owned subsidiary of Aramark Corporation, a public corporation.
Incorporation Information	<u>Aramark Corporation</u> Aramark was first incorporated in Delaware as ARA Services, Inc. in 1959, and then as ARAMARK Corporation in 1994. <u>AUCA</u> Aramark Uniform & Career Apparel, LLC was incorporated in the state of Delaware on March 29, 1976.
Lines of business	Uniform and Textile Services, Food and Refreshment Services, Facilities Services <u>Uniform and Textile Services</u> Our Uniform segment provides uniforms and other garments and work clothes and ancillary items such as mats and shop towels in the United States, Puerto Rico, Canada and through a joint venture in Japan. We operate over 2,600 routes nationally, giving us a broad reach to service our clients' needs. Clients use our uniforms to meet a variety of needs, including: <ul style="list-style-type: none"> • Establishing corporate identity and brand awareness; • Projecting a professional image; • Protecting workers – work clothes can help protect workers from difficult environments such as heavy soils, heat, flame or chemicals; and • Protecting products – uniforms can help protect products against contamination in the food, pharmaceutical, electronics, health care and automotive industries. We provide a full service employee uniform solution, including design, sourcing and manufacturing, delivery, cleaning and maintenance. We rent uniforms, work clothing, outerwear, particulate-free garments and non-garment items and related services, including industrial towels, floor mats, mops, linen products, and paper products to businesses in a wide range of



	industries, including manufacturing, food services, automotive, healthcare, construction, utilities, repair and maintenance services, restaurant and hospitality. In fiscal 2014 our Uniform segment generated \$1.5 billion in sales, or 10% of our total sales.
Number of years in business	78 years (Aramark Corporation - since 1936)
Number of years in the uniform business?	38 years (AUCA - as of March 29, 1976)

Product Quality

Manufacturers:

Aramark Uniform and Career Apparel (AUCA) Manufacturing is the primary supplier for 80% of all standard uniform products that are utilized in our rental programs, and many for direct purchase.

Products we manufacture include, but are not limited to: 65/35 Work Shirts, 100% Cotton Work Shirts, 100% Spun Poly Work Shirts, ImagineKnit Shirts, TeamCasual Knit Shirts, Oxford Executive Shirts, Denim Shirts, Blended Twill Shirts, High Visibility Shirts, 65/35 Work Pants, 100% Cotton DuraPress Work Pants, Pleated Work Pants, Denim Jeans, Short Pants, Pleated Short Pants, 65/35 Coverall, 100% Cotton Coverall, 65/35 Women's Work Pants, Women's Pleated Pants, Smocks, Men's Lab Coats, Counter Coats, Shop Coats, Wraparound Gowns, Butcher's Coats, Chef's Coats, Chef's Pants, Cook's Shirt, Food Processing Pants, Ultra Soft Garments (Shirts, Pants, Coveralls) and Aprons.

If products are not manufactured directly by Aramark, they are purchased from a number of suppliers with whom we have long established relationships. Secondary garment suppliers supplement our product to meet specialized needs of our customers in size, style, color, etc. Non-garment items are purchased from various reputable companies servicing the textile industry. Our suppliers change from time to time, as we work to provide the best product and service to our customers at the best possible price. Secondary supplier list cannot be disclosed as it is proprietary information.

Bulk quantities of non-garment products are typically purchased from our manufacturers and stocked at AUS Distribution Centers to fulfill day-to-day orders. Individual Market Centers also keep supplies on hand for immediate delivery needs.

Brand specifications and brochures:

See attached catalogs

Sizes including extra-tall shirt lengths:

Pants men's sizes 28-60 in waist and 26-36 in length.

Pants women's sizes 2-26 in waist and 26-36 in length.

Shirts men's S-6XL this includes extra tall.

Shirts women's XS-4XL

Coveralls 38-64 including tall sizes.

Lab Coats XS-6XL including tall sizes.

Warranties:

How do you determine when an item is taken out of service?

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In the event that The City of Modesto location manager feels that an item should be taken out of service, ARAMARK will replace garments due to normal wear and tear at no cost to you on all garments through our Continuous Upgrade Program. Different job requirements will help determine garment service life. ARAMARK will replace worn garments at no charge under "normal wear" conditions, based on the parameter of each specific job requirement. ARAMARK will continuously and automatically upgrade garments through our Route Representative, Garment Inspectors and periodic quality visitations by District Managers. This helps maintain a consistency of high quality image.

Do you have a procedure/policy in place for product returns?

Yes. For a rental program, if there is a defect in material or workmanship due to a production error on our part, Aramark will repair or replace the item at no charge to The City of Modesto. We will also make every effort to correct any service issues within 24 hours of receiving the service concern

Does your company offer a warranty/guarantee policy on delivered goods?

Yes. Aramark guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Aramark shall provide you with merchandise freshly laundered, processed, mended and finished in accordance with the generally accepted standards of the textile industry. Aramark will continually inspect and identify merchandise in need of repair or replacement, and repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you."

We recognize that all items will wear differently and the normal "wear and tear" of items will vary by particular job application. For this reason Aramark will replace items on an as needed rather than a pre-scheduled basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.

Supply Chain Quality Control

To assure that only first quality garments are manufactured, Aramark has a quality control program in place that sets the standard for the industry. This is a Statistical Quality Control program based on MIL SPEC 105D Level E. Under this program, a portion of each operator's work is monitored on a random basis. This information is collected by Q.C. inspectors using "state-of-the-art" handheld computers and

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- Aramark manufactures most of the garments we supply to our rental customers, which drives our costs down and, thus, makes it possible to pass on these savings to our customers.

- Aramark will replace garments due to normal wear and tear throughout the life of our contract based on a location's request.

Total Cost Management

- Aramark will conduct site assessments at each location, set benchmarks based on the prior uniform program, and we will continually work with The City of Modesto to drive those costs below previous suppliers' costs location by location.
- Aramark will conduct monthly financial audits to ensure pricing integrity. This will be done and sent to the City of Modesto by the 15th of each month. Aramark will partner with the City of Modesto to ensure total spend stays on track with current purchase order(s).

Highest Route Driver Tenure in Industry

- Our Route Sales Representatives have the lowest turnover in the industry, and are also the highest paid drivers in the industry. Average tenure is 9.5` years. Drivers are held directly accountable for every account they service.
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- Aramark's RSRs are fully trained on our S.T.O.P. service process
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- Aramark's Environmental Engineering department leads the industry in development of technologies and procedures for the treatment of wastes and wastewater, and for the safe handling of customers' soiled merchandise. As necessary, we have installed full physical / chemical wastewater treatment systems to remove dissolved oil and grease and other priority pollutants, such as heavy metals and organic compounds. In addition, over the past three years, Aramark has committed to the conversion of liquid chemistry from dry. This provides for accurate dosing of detergents in the washwheel, safer operation, and consistent quality.

Proactive Performance Metrics

- Aramark will set goals with The City of Modesto management team to monitor and make process improvements on a quarterly basis. These goals will be driven down to a local level and will be reviewed by both local The City of Modesto and ARAMARK management. Once The City of Modesto approves the changes, Aramark will be committed to implementing them.
- Customer Satisfaction Measurement is conducted annually by a third-party organization to assess the satisfaction level with the service Aramark provides.

Aramark's *Quality Control Monitoring Program* (QCM) is a communication tool that provides customers the opportunity to evaluate performance on a quarterly basis. The program entails quarterly visits by a District Manager to review and evaluate all elements of the uniform program. By allowing our customer's to evaluate our services on a regular basis, Aramark is taking a proactive and ongoing approach at managing the quality of products and service performance. As part of our effort to continuously improve our service, we track different aspects of our merchandise, service and overall performance.

The QCM Program is designed for local Market Centers to stay abreast of performance for their largest 52 customers in each district; however, upon finalizing the *Uniform Service Agreement*, a customer may request that these surveys be taken regardless of the size of the customer's location for all locations in your regional program.

Inventory Control Bar Code System

Here are the key points of Aramark's garment tracking system:

- Utilizes bar code labels
- Process tracking by garment
- Superior inventory management
- Shortage reduction
- Mending and repair flagging
- Total garment history
- Activity reporting
- No additional cost

- Sample reports attached

Garment replacement and repair program

Aramark utilizes a "Customer Quality Assurance Program" that is designed to measure the effectiveness of the inspection components and predict the approximate ship quality of garments going to its customers. It also provides details useful in improving and maintaining acceptable defect levels. Most "defects" are the result of customer use of product rather than an incorrect production step. Thus, internal and external defects are addressed to insure a constant quality level. Also, the program focuses on issues beyond repairs, such as stains, poor finish, etc. that adversely affect customer satisfaction. As these are defined, they are marked and counted as defects.

Garments are inspected at each point in the production process. Of the garments inspected, 10% are then re-inspected by another person. A total of 85% of the repairs made are the result of our in-house inspection process. Garments are reviewed for rips, missing/broken buttons, broken zippers, loose name/company emblems, stains, faded garments, missing I.D. tags, torn crotch seams, missing fly stitching, torn front pockets and cleanliness. In addition, garments with repair tags are kept together and repaired after they are washed. A final review takes place when the route driver prepares his route for delivery.

Upon weekly pick-ups at customer locations, Aramark inspects each garment and textile as it is processed in the plant prior to delivery; garments and textiles needing repairs get repaired and delivered the same week; garments and textiles needing replacement get replaced with good-used or new garments and textiles. All new installations will be installed with new garments and textiles. This process is ongoing and continuous from the first day of service.

Loss and replacement rate

Listed on the pricing schedule page of the RFP.

Damage insurance

Aramark provides "Easy Care" for its garment customers.

Program highlights:

- **What is Easy Care?**

Easy Care is a program that helps make managing your uniform program as hassle free as possible. Instead of being charged for each garment item that is ruined; a nominal fee per garment is charged each week. This predictability will help level your weekly invoice and allow you to spend more time focusing on your business.

- **How does Easy Care work?**

With Easy Care you can expect your Route Sales Representative to help ensure that each weekly delivery includes replacement of covered garments that were ruined so you won't be short-handed. The last thing you want to deal with is a frustrated employee who doesn't have enough uniforms. Easy Care provides the peace of mind you need to focus on what really matters, the success of your business.

- **How much does Easy Care cost?**

The program fees are pennies per week per garment. Pricing will depend on the garment and fabric type. The program does not cover intentional abuse, lost garments and non-garment merchandise. The weekly rental rates for these items are listed on the pricing schedule page of the RFP.

Additional charges

No additional charges will apply.

Trade-in program

Not available at this time

Reports-Variou Usage Reports

See attached

Contingency Service Plan

Yes, Aramark has a Disaster Recovery Plan in place to respond to unexpected disaster or emergency situations. A copy of our Disaster Recovery Plan can be provided upon your request (available in hard copy only). The plan provides problem scenarios and the Market Center's reaction in the following areas:

- Loss of Public Utilities
- Loss of Transportation
- Loss of Supply Chain
- Loss of Systems and Equipment
- Loss of Sanitation Services
- Market Center Closure

Aramark also has a Strike Contingency Plan that provides detailed information on appropriate actions to take during a strike. This document can also be provided upon request (available in hard copy only).

Document Highlights

- Picketing Do's and Don'ts
- Points of Vulnerability
- Coordinating Watch Teams
- Job Duties & Replacement Workers
- Security Guard Procedure
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- Background Information on Strikes and Operations

Complaint Procedure

Customer Service Care Center

Aramark has extended the Customer Service Care Center's operational hours from 6:00AM ET – 8:00PM ET. Simply call 1-800-ARAMARK to speak with an Aramark Customer Care representative.

Response and Recovery Process

1. Customer contacts Customer Service Center.
2. A Customer Service Representative works to resolve customer's concern. Approximately 25% of all concerns are resolved by a Customer Service Representative.
3. If the reason for the contact cannot be resolved, a Service Request form is created and sent to the Field Service Management Team.
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1-800-ARAMARK

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Product Quality

Manufacturers:

Aramark Uniform and Career Apparel (AUCA) Manufacturing is the primary supplier for 80% of all standard uniform products that are utilized in our rental programs, and many for direct purchase.

Products we manufacture include, but are not limited to: 65/35 Work Shirts, 100% Cotton Work Shirts, 100% Spun Poly Work Shirts, ImagineKnit Shirts, TeamCasual Knit Shirts, Oxford Executive Shirts, Denim Shirts, Blended Twill Shirts, High Visibility Shirts, 65/35 Work Pants, 100% Cotton DuraPress Work Pants, Pleated Work Pants, Denim Jeans, Short Pants, Pleated Short Pants, 65/35 Coverall, 100% Cotton Coverall, 65/35 Women's Work Pants, Women's Pleated Pants, Smocks, Men's Lab Coats, Counter Coats, Shop Coats, Wraparound Gowns, Butcher's Coats, Chef's Coats, Chef's Pants, Cook's Shirt, Food Processing Pants, Ultra Soft Garments (Shirts, Pants, Coveralls) and Aprons.

If products are not manufactured directly by Aramark, they are purchased from a number of suppliers with whom we have long established relationships. Secondary garment suppliers supplement our product to meet specialized needs of our customers in size, style, color, etc. Non-garment items are purchased from various reputable companies servicing the textile industry. Our suppliers change from time to time, as we work to provide the best product and service to our customers at the best possible price. Secondary supplier list cannot be disclosed as it is proprietary information.

Bulk quantities of non-garment products are typically purchased from our manufacturers and stocked at AUS Distribution Centers to fulfill day-to-day orders. Individual Market Centers also keep supplies on hand for immediate delivery needs.

Brand specifications and brochures:

See attached catalogs

Sizes including extra-tall shirt lengths:

Pants men's sizes 28-60 in waist and 26-36 in length.

Pants women's sizes 2-26 in waist and 26-36 in length.

Shirts men's S-6XL this includes extra tall.

Shirts women's XS-4XL

Coveralls 38-64 including tall sizes.

Lab Coats XS-6XL including tall sizes.

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1-800-ARAMARK



CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

FOR

UNIFORM AND LAUNDRY SERVICES

PROPOSAL OPENING: April 3, 2018 at 11:00 A.M.

CITY OF MODESTO CONTACT:
E-MAIL ADDRESS:
PHONE:

Cindy Medley, Buyer
cmedley@modestogov.com
(209) 571-5164

CITY OF MODESTO

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

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NOTICE TO PROPOSERS

NOTICE IS HEREBY GIVEN that the City of Modesto, County of Stanislaus, State of California, will receive at the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 sealed proposals for the furnishing of uniform and laundry services for the City of Modesto.

All equipment, materials, and supplies shall be furnished F.O.B. City of Modesto. Proposals shall be submitted on the proposal sheet provided and it is *highly recommended all documents be downloaded from the City's Purchasing website* at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

Each proposal shall be sealed and filed with the City Clerk's office, 1010 Tenth Street, Suite 6600, Modesto, CA 95354 no later than ***Tuesday, April 3, 2018 at 11:00 A.M.***, at which time proposals will be opened, read and recorded. All proposals shall be available for review following City Council award approval at the Purchasing Division, 1010 Tenth Street, 5th Floor, Suite 5300, Modesto, CA 95354.

Proposals will be received only at the address shown above, **and prior to the time indicated**. Any proposal received at or after said time and/or date, or at a place other than the stated address cannot be considered and will be returned to the proposer unopened.

All proposals, whether delivered by an employee of the proposer, U.S. Postal Service, courier or package delivery service must be received and time stamped at the stated address prior to the time designated. The City Clerk's time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of proposals. The City of Modesto assumes no responsibility for delay in the delivery of the proposal.

On the outside of **both the proposal envelope and courier envelope**, the proposer shall indicate the following:

NAME AND ADDRESS OF PROPOSER
SPECIFICATION NUMBER 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

MAIL TO: CITY CLERK
CITY OF MODESTO
P.O. BOX 642
MODESTO, CA 95353

COURIER TO: CITY CLERK
CITY OF MODESTO
1010 10TH STREET, SUITE 6600
MODESTO, CA 95354

The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

No proposer may withdraw his/her proposal for a period of one-hundred twenty (120) days after the date set for the opening thereof.

CITY CONTACTS

All questions regarding these specifications, terms, and conditions shall be submitted in writing to Cindy Medley, Buyer, via email at: cmedley@modestogov.com.

All contacts during the proposal process shall be through the Purchasing Division. Attempts by the proposer to contact department representatives may result in disqualification of the proposer from the proposal process.

CALENDAR OF EVENTS

Event	Date
Proposal Issued	March 15, 2018
Written Questions Due	March 20, 2018
Addendum Issued (if required)	March 23, 2018
Response Due	<u>BEFORE</u> 11:00 A.M. on Tuesday, April 3, 2018
Proposal Award Date	June 12, 2018

Note: Award date is approximate.

Note: Deliver or mail proposals to the referenced address, only, as indicated in the Notice to proposers.

It is *highly recommended* all documents be downloaded from the City's Purchasing website at <http://www.modestogov.com/257/Contracting-Bid-Opportunities>; such proposals shall include all necessary specifications.

It is the responsibility of each proposer to be familiar with all of the specifications, terms and conditions and the site condition (if applicable). The proposer agrees and acknowledges all RFP specifications, terms, and conditions and indicates the ability to perform by submission of a proposal. By the submission of a proposal, the proposer certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

OFFER AND ACCEPTANCE:

Seller represents his/her acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in City purchase order documents, specifications, supporting data, and these articles. Seller agrees that Seller's Order Acknowledgement terms and conditions received prior to, during, or after order placement by City are hereby rejected. City purchase orders signed by the City's Purchasing Manager or her designated agent and issued to Seller constitutes written notification to Seller of City's rejection of any and all of Seller Order Acknowledgements, counter offers and change to the City's terms and conditions.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

The City is soliciting proposals from qualified proposers to furnish its requirements per the specifications, terms and conditions contained in the above referenced proposal number. This Proposal Acknowledgement must be completed, signed by a responsible officer or employee, dated and submitted with the proposal response. Obligations assumed by such signature must be fulfilled.

1. **Preparation of Proposals:** (a) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing the proposal. (b) Quote price as specified in proposal. No alterations or changes of any kind shall be permitted to the Proposal Form. Responses that do not comply shall be subject to rejection in total.
2. **Failure to Submit Proposal:** If you are not submitting a proposal but want to remain on the mailing list and receive future proposals, complete, sign and return this Proposal Acknowledgement and state the reason you are not pricing.
3. **Taxes and Freight Charges:** (a) Unless otherwise required and specified in the RFP, the prices quoted herein do not include Sales, Use or other taxes. (b) No charge for delivery, drayage, express, parcel post packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose, except taxes legally payable by City, will be paid by the City unless expressly included and itemized in the proposal. (c) Amount paid for transportation of property to the City is exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping paper shows the consignee as one (1) of the Agencies; as such papers may be accepted by the carrier as proof of the exempt character of the shipment. (d) Articles sold to the Agencies are exempt from certain Federal excise taxes. The Agencies will furnish an exemption certificate.
4. **Award:** (a) Unless otherwise specified by the proposer or the RFP gives notice of an all-or-none award, the City may accept any item or group of items of any proposal. (b) Proposals are subject to acceptance at any time within thirty (30) days of opening, unless otherwise specified in the RFP. (c) A valid, written purchase order mailed, or otherwise furnished, to the successful proposer within the time for acceptance specified results in a binding contract without further action by either party. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of California.
5. **Patent Indemnity:** Proposers who do business with the City shall hold the City, its officers, agents and employees, harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or un-patented invention, article or appliance furnished or used in connection with the contract or purchase order.
6. **Samples:** Samples of items, when required, shall be furnished free of expense to the City and if not destroyed by test may upon request (made when the sample is furnished), be returned at the proposer's expense.
7. **Rights and Remedies of Agencies for Default:** (a) In the event any item furnished by the proposer in the performance of the contract or purchase order should fail to conform to the specifications therefore or to the sample submitted by the proposer with its proposal, the City may reject the same, and it shall thereupon become the duty of the proposer to reclaim and remove the same forthwith, without expense to the City, and immediately to replace all such rejected items with others conforming to such specifications or samples; provided that should the proposer fail, neglect or refuse so to do the City shall thereupon have the right to purchase in the open market, in lieu thereof, a corresponding quantity of any such items and to deduct from any moneys due or that may there after come due to vendor the difference between the prices named in the contract or purchase order and the actual cost thereof to the City. In the event that the proposer fails to make prompt delivery as specified for any item, the same conditions as to the rights of the City to purchase in the open market and to reimbursement set forth above shall apply, except when delivery is delayed by fire, strike, freight embargo, or Act of God or the government. (b) Cost of inspection or deliveries or offers for delivery, which do not meet specifications, will be borne by the proposer. (c) The rights and remedies of the Agencies provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.
8. **Discounts:** (a) Terms of less than ten (10) days for cash discount will be considered as net. (b) In connection with any discount offered, time will be computed from date of complete, satisfactory delivery of the supplies, equipment or services specified in the RFP, or from date correct invoices are received by the City at the billing address specified, if the latter date is later than the date of delivery. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the City's check.
9. **California Government Code Section 4552:** In submitting a proposal to a public purchasing body, the proposer offers and agrees that if the proposal is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the proposer for sale to the purchasing body pursuant to the proposal. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the proposer.
10. **No Guarantee or Warranty:** The City makes no guarantee or warranty as to the condition, completeness or safety of any material or equipment that may be traded in on this order.
11. **One "Inked" Signed Original Proposal Document Required:** Failure to furnish one "inked" signed original proposal document may result in disqualification.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Firm:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Address:	1617 Jim Way
City/State/Zip:	Modesto CA. 95358
Signature/Title/Date:	General Manager 4-2-2018

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GARMENTS

(Annual Cost is - Number of Employees x Plan Weekly Cost x 52 Weeks = Plan Annual Cost)

Description	No. of Employees	Plan Weekly Cost	Plan Annual Cost
Plan A: Seven (7) cotton coveralls and launder three (3) cotton coveralls each week	5	\$.93 /Wk	\$ 241.80 /Yr
Plan B: Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week	190	\$ 2.75 /Wk	\$ 27,170.00 /Yr
Plan C: Eleven (11) shirts and launder five (5) shirts per week	20	\$ 1.32 /Wk	\$ 1,372.80 /Yr
Plan D: Six (6) shirts and launder three (3) weekly	3	\$.72 /Wk	\$ 112.32 /Yr
Plan E: Seven (7) shirts, seven (7) pants and launder four (4) shirts and four (4) pants each week	20	\$ 1.75 /Wk	\$ 1,820.00 /Yr
Plan F: Five (5) lab coats and launder two (2) each week	3	\$.75 /Wk	\$ 117.00 /Yr
Plan G: Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls	77	\$ 2.75 /Wk	\$ 11,011.00 /Yr
Plan H: One coverall per year. Employee to launder	13	\$.31 /Wk	\$ 209.56 /Yr
Plan I: Eleven (11) shirts, eleven (11) pants and 2 coveralls and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed	144	\$ 3.37 /Wk	\$ 25,234.56 /Yr
Plan J: Eleven (11) pants, launder five (5) pants each week	1	\$ 2.75 /Wk	\$ 143.00 /Yr
Plan K: Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week	6	\$ 3.27 /Wk	\$ 739.44 /Yr
Total Annual Cost:			\$ 68,171.48

Company Name (Proposer):

Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

MATERIALS RENTAL COST (Annual Cost is – Annual Quantity x Unit Cost x 52 Weeks = Annual Cost)				
Description	Estimated Annual Qty	Unit	Unit Cost	Annual Cost
Bed Linen, Flat Sheet, Twin, Percale T180 55/45 Cotton-Poly Blend, 66" x 110", White	8,580	Each	\$.50 /Ea	\$ 4,290.00 /Yr
Bed Linen, Pillow Slip, Percale T180 55/45 Cotton-Poly Blend, 42" x 34", White	6,656	Each	\$.25 /Ea	\$ 1,664.00 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 4'	5,148	Each	\$.95 /Ea	\$ 4,890.60 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 10'	3,432	Each	\$ 2.95 /Ea	\$ 10,124.40 /Yr
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 4' x 6'	2,600	Each	\$ 1.95 /Ea	\$ 5,070.00 /Yr
Safety Slogan Door Mat, 3' x 4'	364	Each	\$.95 /Ea	\$ 345.80 /Yr
Safety Slogan Door Mat, 3' x 5'	468	Each	\$.95 /Ea	\$ 444.60 /Yr
Safety Slogan Door Mat, 4' x 6'	52	Each	\$ 1.95 /Ea	\$ 101.40 /Yr
Quality Slogan Door Mat, 3' x 4'	104	Each	\$.95 /Ea	\$ 98.80 /Yr
Scaper Mat, Rubber, Slip-Resistant, 3' x 5'	1,872	Each	\$.95 /Ea	\$ 1,778.40 /Yr
Scaper Mat, Rubber, Slip-Resistant, 4' x 6'	156	Each	\$ 1.95 /Ea	\$ 304.20 /Yr
Stand'n Comfort Anti-Fatigue Mat, Nitrile Rubber, 3' x 5'	884	Each	\$.95 /Ea	\$ 839.80 /Yr
Dyna Mat, Anti-Fatigue, Rubber, 3' x 5'	780	Each	\$.95 /Ea	\$ 741.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 3' x 10'	208	Each	\$ 5.00 /Ea	\$ 1,040.00 /Yr
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 4' x 6'	312	Each	\$ 4.00 /Ea	\$ 1,248.00 /Yr
Seat Cover, 50% Cotton/50% Polyester Blend Woven Sateen, Color: Tan, 54" x 60"	728	Each	\$.29 /Ea	\$ 211.12 /Yr
Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 22"	156	Each	\$.30 /Ea	\$ 46.80 /Yr

ATTACHMENT A

Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 36"	936	Each	\$.45 /Ea	\$ 421.10 /Yr
Mop, Wet, Large, Synthetic, 100% Synthetic Yarn	104	Each	\$ 1.25 /Ea	\$ 130.00 /Yr
Towel, Glass, 100% Cotton, White w/ Red Border Stripe, 16" x 28"	1,924	Each	\$.06 /Ea	\$ 115.44 /Yr
Towel, Bar, 100% Cotton Ribbed Terry, White, 16" x 19"	15,600	Each	\$.06 /Ea	\$ 936.00 /Yr
Towel, Standard Bath, 100% Cotton Terry, White, 24" x 50"	26,000	Each	\$.16 /Ea	\$ 4,160.00 /Yr
Wipes, Microfiber, 80% Polyester/20% Polyamide, 16" x 16"	13,416	Each	\$.07 /Ea	\$ 939.12 /Yr
Towel, Shop, 100% Cotton Osnaburg, 18" x 18"	64,948	Each	\$.03 /Ea	\$ 1,948.44 /Yr
Total Annual Cost:			\$ 41,889.02	

Pricing shall be F.O.B. destination, Modesto, CA. Any freight/delivery charges shall be included in unit price.

The above stated pricing is net to the City, inclusive of Federal Excise tax, California State, Local, Sales and Use tax.

The above stated pricing is subject to Zeropercent (0 %) cash discount if invoice is paid within _____ days after receipt of order.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

UNIFORM RENTAL COST	
Description	Rental Per Week
Coveralls, 100% Cotton	\$.31 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$.15 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$.15 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$.20 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$.24 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$.28 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$.34 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$.30 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$.55 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$.14 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$.15 /Pr
Pants, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$.17 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$.22 /Pr
Pants, Men's, Indura Flame-Resistant, 100% FR Cotton	\$.29 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$.13 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$.20 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$.15 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$.12 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea
Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.13 /Ea

ATTACHMENT A

Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$.12	/Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$.15	/Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill	\$.12	/Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$.18	/Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$.33	/Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$.29	/Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$.15	/Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$.15	/Ea

Emblem Replacement and Installation Cost	\$ 0.00	Ea
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Other Charges		
Description	Up-charge Unit Cost	
Extra long shirt in lieu of standard length shirt	\$ 0.00	/Un
Lab Coat in lieu of Coveralls	\$ 0.00	/Un
	\$	/Un
	\$	/Un
	\$	/Un
	\$	/Un
Reflective Material on Shirts	\$ 0.00	/Un

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

PRICING SCHEDULE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Replacement Garments Cost (Damaged by City)		Damage Insurance Program Cost
Description	Unit Cost	Unit Cost
Coveralls, 100% Cotton	\$ 22.00 /Pr	\$.13 /Pr
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets	\$ 10.00 /Ea	\$.06 /Ea
Lab Coat, Snap-Front with Outside Pockets	\$ 10.00 /Ea	\$.06 /Ea
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 8.00 /Pr	\$.06 /Pr
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill	\$ 10.00 /Pr	\$.06 /Pr
Jeans, Men's, 14oz. Cotton Denim	\$ 12.00 /Pr	\$.13 /Pr
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim	\$ 14.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Carpenter, 100% Cotton	\$ 18.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck	\$ 16.00 /Pr	\$.13 /Pr
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton	\$ 35.00 /Pr	\$.13 /Pr
Pants, Men's, Dura-Press Work, 100% Cotton Twill	\$ 12.00 /Pr	\$.13 /Pr
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill	\$ 10.00 /Pr	\$.06 /Pr
Pant, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Pants, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton	\$ 15.00 /Pr	\$.06 /Pr
Pants, Men's, indura Flame-Resistant, 100% FR Cotton	\$ 35.00 /Pr	\$.13 /Pr
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend	\$ 10.00 /Pr	\$.06 /Pr
Shorts, Men's, Cargo, 65% Polyester/35% Cotton	\$ 12.00 /Pr	\$.06 /Pr
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea

ATTACHMENT A

Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket	\$ 9.00 /Ea	\$.06 /Ea
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill,	\$ 8.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt	\$ 25.00 /Ea	\$.06 /Ea
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail	\$ 25.00 /Ea	\$.13 /Ea
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front	\$ 10.00 /Ea	\$.06 /Ea
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck	\$ 10.00 /Ea	\$.06 /Ea

Damage Insurance Program:

- If the garment is damaged it will be replaced without being charged the replacement rate for the garments.
- If an employee leaves and all the garments are damaged, ripped and or stained there will be no cost associated with those garments.

THE undersigned acknowledges receipt of the referenced RFP and/or Addenda and offers and agrees to furnish the articles and/or services specified on behalf of the proposer indicated below, in accordance with the specifications, terms and conditions of this RFP and Proposal Acknowledgement, for the pricing indicated on the Pricing Schedule.

Company Name (Proposer): Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.		
By (Person Submitting Proposal): Tony Salas		(Print)
By (Person Submitting Proposal):		(Signature)
Title of Person Submitting Proposal: General Manager		
Business Address (City/State/Zip): 1617 Jim Way Modesto CA. 95358		
E-Mail Address: Salas-Tony@aramark.com		
Tel No.: (916) 737-6287	Fax No.:	Date: 4-2-2018

EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Exceptions, Clarifications, Amendments

List requests for proposal clarifications and exceptions below, if any, sign and submit with your proposal response.

Item No.	Reference To:		Description
	Page No.	Paragraph No.	

Company Name (Proposer):

REFERENCES

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

All proposers must provide a list of three (3) current or former clients in the area provided below, identifying prior experience with the same type of services requested by the City under **Scope of Work**. References shall have similar volume and requirements to those outlined in these specifications, terms and conditions. Proposer's failing to provide references shall be deemed unacceptable.

The City may contact some or all of the references provided in order to determine the Proposers' performance record on services similar to that described in this proposal. The City reserves the right to contact references other than those provided in the response and to use the information gained from them in the award process.

Company Name:	City of Sacramento
Address:	915 I Street
City, State, Zip Code:	Sacramento CA 95814
Contact Person:	Marc Robles
Telephone Number:	(916) 808-6343
Email Address:	mrobles@cityofsacramento.org
Type of Business:	Municipality
Date of Service:	8-2013 to present
Annual Contract Value	\$ 300,000 Annually

Company Name:	Cal Trans
Address:	34th and Stockton Blvd.
City, State, Zip Code:	Sacramento CA 95816
Contact Person:	Gabe Nelson
Telephone Number:	(916) 227-9691
Email Address:	gabe.nelson@dot.ca.gov
Type of Business:	Municipality
Date of Service:	10-2003 to present
Annual Contract Value	\$ \$300,000 Annually

Company Name:	Hilmar Cheese
Address:	9001 N Lander Ave
City, State, Zip Code	Hilmar CA. 95324
Contact Person:	Alyssa Gier
Email Address:	agier@himarcheese.com
Telephone Number:	(209) 656-3273
Type of Business:	Cheese company
Date of Service:	12-2010 to present
Annual Contract Value	\$ 450,000 annually

Company Name (Proposer):	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
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FINANCIAL INTEREST DISCLOSURE

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

FINANCIAL INTEREST DISCLOSURE

REQUIRED DISCLOSURE BEGINNING THE COUNCIL MEETING

OF JANUARY 7, 2003

The ordinance requiring financial interest disclosure by all parties having a direct or indirect interest of \$2,000 or more (except for certain publicly traded companies) will be effective at the Council meeting of January 7, 2003. This means that any Council action on a contract, agreement or development right must be accompanied by a FINANCIAL INTEREST DISCLOSURE FORM listing by name all parties that have a material financial interest in the agreement, contract or development right.

PLEASE NOTE, any Council action that requires a FINANCIAL INTEREST DISCLOSURE cannot be considered by the City Council until the required reporting is made. That means that Agenda Items without the DISCLOSURE will be removed from the Council Agenda.

FINANCIAL INTEREST DISCLOSURE

All persons included within the meaning of either of the following tests have a material financial interest in an agreement, or application for development rights, submitted for approval or disapproval by the City Council, and shall be identified by the applicant, by name.

Tests of Materiality:

1. Whether it is foreseeable to a reasonable person that the value of their interest in property available for use by an applicant, or their interest in the applicant itself, may increase or decrease by an amount greater than \$2,000.00 as a direct or indirect result of Council action on the applicant's agreement or application for development rights.
2. Whether it is foreseeable to a reasonable person that the person's gross income from the applicant may increase or decrease by a sum greater than \$2,000.00 as a direct or indirect result of Council action on the agreement or application for development rights.

It is the legal obligation of all applicants for approval of an agreement or of an application for development rights to verify in writing, under penalty of perjury, that the identity of each person having a material financial interest in the agreement or application or development rights is true, correct and complete. The applicant understands that this information is provided under penalty of perjury, and that intentionally supplying misinformation or deception may result in either invalidation of the agreement or application, or criminal prosecution for misdemeanor violation of the Modesto Municipal Code, or both. Negligent provision of misinformation shall be grounds for invalidation. In accordance with the Modesto Municipal Code, each applicant has a continuing obligation to maintain the truth, accuracy and completeness of the financial interest disclosure information provided below until after final consideration by the City Council of any matter arising out of or relating to the agreement or application.

By signing this document I agree to the information contained within.

COMPANY NAME: Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.

APPLICANT'S NAME (SIGNATURE):

Tony Salas General Manager
APPLICANT'S NAME/TITLE (PRINT):

Applicable Names:

DATE:

(See attached list)

Questions concerning the application of either test to particular facts should be resolved in advance of Council action by agreement with the department head recommending approval of its agreement/application.

DIRECTOR

FINANCIAL INTEREST DISCLOSURE

COMPANY NAME: _____

NAMES

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

Signature / Print: _____

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ATTACHMENT A

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

SUPPORT OF LOCAL VENDORS

REQUEST FOR DECLARATION
of
LOCAL BUSINESS

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

☒ I declare I am a local business per the above criteria

SUPPORT OF LOCAL VENDORS
DECLARATION OF ELIGIBILITY

Company Name:	Aramark Uniform Services a Division of Aramark Uniform & Career Apparel LLC.
Street Address:	1617 Jim Way Modesto CA
Telephone Number:	(209) 552-4215
Business License Number:	0002573502

Under penalty of perjury, The Undersigned declares that the foregoing information is true and correct:

Print/Type Name:	Tony Salas
Title:	General Manager
Signature:	
Date:	4-2-2018

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

COMPANY HISTORY STATEMENT

Your company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

The company history statement shall be prepared on company letterhead and provided with the proposal submittal.

CATALOGS

Proposer shall furnish a complete set of color catalogs depicting lab coats, coveralls, pants and shirts, submitted with their proposal. One complete set of catalogs shall be provided with each proposal (original and copies).

PRODUCT QUALITY

Proposer shall provide information regarding the overall quality of the garments proposed. Lab Coats, Coveralls, Pants and Shirts. Include at a minimum:

- Manufacturers
- Brand specifications and brochures
- Sizes including extra-tall shirt lengths
- Warranties

SERVICE QUALITY

Proposer shall provide an overview of their customer service program. Include at a minimum:

- Service guarantee
- Inventory control (Bar Code/RFI Tracking System)
- Garment replacement and repair program
- Loss and replacement rate
- Damage Insurance (if applicable)
- Additional charges
- Trade-in program
- Reports – Various Usage Reports

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

CONTINGENCY SERVICE PLAN

Proposer shall have a Contingency Service Plan for use in the event of any disruption of service due to equipment malfunction, labor dispute, Force Majeure, or any other occurrence, either within or beyond the control of the Proposer, which would assure weekly pick-up and delivery of all items.

Proposer shall describe their company's Contingency Service Plan, including offsite location(s) and business addresses.

COMPLAINT PROCEDURE

Proposer shall provide copies of their written complaint procedure, complaint report forms, and information on standard time frames for resolving complaints. These procedures shall become part of the agreement with the Contractor.

GARMENT RENTAL INSURANCE

Proposer shall provide a detailed overview of their company's garment rental insurance program, including weekly rental rates.

SAMPLES

After proposals have been opened, garment samples shall be requested by the Purchasing Buyer. Samples shall consist of new and used garments; lab coats, coveralls, pants and shirts. Used garments shall be representative samples of garments supplied under contract. Samples shall be furnished to the Purchasing Division within five (5) business days after receipt of notification. Samples from non-successful proposers may be returned after completion of the evaluation process, at proposer's expense.

MINIMUM QUALIFICATIONS

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Minimum Qualifications are mandatory for proposal consideration, and at a minimum shall include the following:

A. Financial Stability (Provided in a sealed separate envelope):

Proposers shall submit a copy of their company's most recent professionally prepared Financial Statements (Income Statement and Balance Sheet). These statements, if un-audited, shall be accompanied by a cover letter that states the name and title of the preparer, the basis of the financial statement presentation (cash or accrual) and whether these statements have been prepared in accordance with Generally Accepted Accounting Principles for the most recent fiscal year end of the proposer. Audited financial statements shall be submitted in their entirety, including the auditor's opinion and notes to the financial statements.

A separate document shall be provided and signed under penalty of perjury by the proposer's financial officer or owner that explains the proposer's inability to provide statements for a fiscal period that ended at least eight (8) months before the required date of submittal, if such inability exists.

One complete set of Financial Statements shall be submitted in a sealed separate envelope filed with the **(original proposal document)**, marked with the following:

FINANCIAL STATEMENTS
NAME AND ADDRESS OF PROPOSER
SPECIFICATION NO. 1718-42
UNIFORM AND LAUNDRY SERVICES
PROPOSAL OPENING DATE: APRIL 3, 2018 AT 11:00 A.M.

B. Company History: Your Company shall have been in business for a minimum of three (3) continuous years (immediately prior to the time of the RFP submittal date) providing the types of services requested in this RFP.

PROPOSAL EVALUATION CRITERIA

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

Most of the material needed to present a comprehensive proposal can be placed into one of the sections listed. Responses should be complete and detailed. However, if relevant information needs to be presented to further support the proposer's case other appropriate sections may be added.

EVALUATION

All proposals submitted will be reviewed by a City of Modesto evaluation committee. At the completion of the proposal review, finalists may be asked to provide an in-depth presentation and product demonstration at a location in Modesto. Whether or not a presentation is required is wholly within the discretion of the evaluation committee. The committee will select the proposal which best fulfills the City's requirements and represents the best value to the City of Modesto as determined by the evaluation committee. No single factor will determine the final award decision.

Overall responsiveness to the Request for Proposals is an important factor in the evaluation process.

EVALUATION CRITERIA

1. REFERENCES
2. PRODUCT QUALITY
3. SERVICE QUALITY
4. CONTINGENCY SERVICE PLAN
5. COMPLAINT PROCEDURE
6. GARMENT RENTAL INSURANCE
7. SAMPLES
8. COST

The total annual cost for Garments and Materials shall be used for evaluation purposes

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

TECHNICAL SPECIFICATIONS AND SERVICE REQUIREMENTS

SCOPE OF WORK:

The City of Modesto is seeking a qualified contractor to provide uniform and laundry services for approximately 482 City personnel. In addition, the contractor shall also provide miscellaneous door mats, dust mats, shop towels, terry towels, etc., as part of their service. This RFP does not include the *purchase* of items.

The successful contractor shall provide all products, labor, equipment, tools, transportation and fuel, and insurance necessary to perform all of the services outlined in the RFP.

1.1 GENERAL SPECIFICATIONS:

- A. Provide cleaned work garments to City employees. Garment ownership shall remain with the contractor.
- B. The term “new” and “used” shall be defined as follows:
 - 1. “New” shall mean garments that have not previously been worn or otherwise put into use and are free from defects, mending or repairs. Garments that are factory irregulars or blemished shall not be accepted as new.
 - 2. “Used” shall mean garments issued by the Contractor and worn by other clients of the Contractor then returned to the Contractor due to contract termination. Used garments shall have at least ½ of their service life left and may have some small mending or repairs. Garments that are excessively faded, excessively mended or that have stains or defects, non-mended holes or tears shall not be acceptable as used.
 - 3. “Replacement Garment” shall be provided at the time of the next delivery. If the replacement garment cannot be provided within that timeframe, the Contractor shall notify the appropriate City representative of the reason why and date the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from subsequent invoice(s).

1.2 GARMENT SPECIFICATIONS:

- A. All male specified styles and cuts shall be available in any/all required sizes at no additional charge. All pants shall have fully functional belt loops.
- B. All female specified styles and cuts shall be available in any/all required sizes at no additional charge and be designed for females. All pants shall have fully functional belt loops. Shirts for female employees shall be constructed specifically for female personnel and be of an appropriate length.
- C. Pricing shall apply to all sizes, including sizes the Contractor does not normally stock. The City shall pay no extra fees for non-stock sizes that the Contractor may need to purchase to fulfill this contract.

1.3 NON-SUPERVISORY UNIFORMS:

- A. All non-supervisory garments shall be “Industrial Cut” unless otherwise approved in writing by the supervisor.

B. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 88% Cotton – 12% Nylon Twill Flame-Resistant
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

C. Pants:

Men's:

- 100% Cotton Denim, or
- 75% Cotton – 25% Polyester Duck or
- 65% Polyester - 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

D. Cotton Garments:

Cotton shirts and pants shall be provided if an employee requires all cotton garments for safety and/or health reasons.

E. Coveralls:

Coveralls shall have a blouse back. Employees in plans with coveralls may choose, at the time they are enrolled, either 100% pre-shrunk cotton or a minimum 7.5 oz. material, 65% polyester/35% cotton twill coverall.

F. Colors:

Departments/divisions will select the fabric color for garments from the Contractors standard colors list at the time of the initial fitting. The chosen colors will be standard issue within each division as shown in catalogs submitted with proposal.

G. Emblems:

Each uniform shirt shall have the City of Modesto logo. The cost for the initial City emblem and installation shall be included in the cost of the shirt.

H. First Name Emblem:

Should a Division request a first name emblem, the emblem shall match the color of the City emblem and shall be attached above the chest pocket on the left side of the shirt. The charge for first name emblem and installation shall be the same cost as City emblem and shall be included in the cost of the shirt.

I. Laundered pants and shirts shall be pressed and returned to the City on hangers (**wrinkle free delivery**).

J. Laundered coveralls shall be folded when delivered (**wrinkle free delivery**).

K. Shirts shall not have "points" from wire hangers on the shoulders.

1.4 SUPERVISORY UNIFORMS:

A. Shirts:

Men's:

- 65% Polyester - 35% Cotton Poplin or
- 65% Polyester - 35% Cotton Twill or
- 60% Combed Cotton - 40% Polyester or
- 88% Cotton – 12% Nylon Twill Flame-Resistant or
- 100% Cotton fabric
- 4.25 - 4.5 ounce material minimum

Women's:

- 60% Combed Cotton - 40% Polyester fabric
- 4.25 - 4.5 ounce material minimum

B. Pants:

- Executive style (Alternative styles may be offered but the City reserves the right to accept or not accept)
- 65% Polyester – 35% Cotton Twill or
- 100% FR Cotton fabric
- 7.5 ounce material minimum

- C. The City reserves the right to select the fabric color per division for shirts and pants. Divisions may select more than one color for shirts and pants from the Contractor's standard garments list.

1.5 MATERIALS:

- A. Mats shall be industrial floor mats with nylon pile carpet with rubber borders and backing.

- B. All towels shall be delivered in acceptable condition at all times; stains, holes, or rips shall not be acceptable.

1.6 UNIFORM SERVICE REQUEST:

A Uniform Service Request (URS) form shall be used for all transactions (sample form attached).

- A. Enroll each participant and document the initial issuance of uniforms.
- B. Employee transfers from one department/division to another department/division.
- C. Replace garments due to loss or damage for which the City will be charged.
- D. Variance from normal requirements, employees who choose to launder their own uniforms due to skin irritations from the cleaning process or from the chemicals used.
- E. Employee requires all cotton garments.
- F. Terminate an employee.
- G. Temporary suspension of services for a particular employee for extended vacation or long-term illness.
- H. All other transactions involving charges to the City.

The contractor shall obtain a signed USR by the City before completing any transaction. The Contractor shall complete pricing information on the USR before the City signs the form, authorizing the transaction.

1.7 ENROLLMENT PROCESSES:

- A. Processes: Upon execution of the Contract by the Contractor and the City, the Purchasing Division will issue a Notice to Proceed. Upon receipt of the Notice to Proceed, the Contractor shall arrange meetings with all participating department/divisions to determine specific employee requirements.
- B. Measurements: Within five (5) business days from the date of the Notice to Proceed, the Contractor shall provide a meeting schedule to the Purchasing Division for individual measurements of all employees. The meeting schedule shall be established by department/division. Measurements for the shirts shall include the sleeve length, neck size, chest size and waist length. Short and long shirts shall be provided for individual body sizes. Measurements for the pants shall include the waistline, inseam length and hip, if necessary, to assure a proper fit in the hips/seat area.
- C. Long Sleeve/Short Sleeve: Each employee shall choose short sleeve or long sleeve shirts, or a combination of both.
- D. Coveralls: Coveralls measurements shall include chest size and length of legs and arms.
- E. The Contractor shall keep the report current throughout the term of the contract. The Purchasing Division shall receive an updated report upon request.
- F. Service Start-Up: Contractor shall furnish all garments within thirty (30) calendar days from the date of "Notice to Proceed". All garments provided to City shall be new upon commencement of contract.
- G. Identification of Uniforms: Employee name shall be identified in or on each garment. Once new garments are issued to employees, those garments shall be laundered and returned to same employee and shall not be reissued to a different employee unless the garments are exchanged by the employee (e.g. change of sleeve length or change of size), or the employee is on extended leave or terminated.

1.8 ADDING AND REMOVING EMPLOYEES :

- A. The City shall have the right to add employees at any time during the term of the contract. There shall be no preparation fee to add employees and the weekly service rates will be as stated under the original agreement.
- B. When service for new employee is added during contract period, garments shall be new, equal to the current condition of those garments placed into service at start of agreement.
- C. The City may terminate services for any employee at any time without a monetary penalty being imposed by the Contractor. Upon termination, all uniforms will be turned into the Contractor. The City will pay for any missing or damaged garments in accordance with the Prorated Replacement Cost. USR shall be used to document termination.
- D. The City shall notify the Contractor by USR to discontinue services in the event of extended absences due to vacation, extended illness or leave of absence. Contractor may chose to collect, or not to collect garments depending upon the length of the absence. Upon return of the employee, a USR will be prepared and the garments reissued.

- E. When an employee transfers from one department/division to a different department/division, a USR shall be processed to close that employee's account and the old garments shall be turned to the Contractor. A second USR shall be prepared by the new department/division for garments issued to the employee.

1.9 ISSUANCE OF REPLACEMENT GARMENTS:

- A. Garments must at all times, be in a condition acceptable to the City. Garments that, through normal use, are determined to be in an unacceptable condition shall be replaced at no cost to the City. Replacement garments may be used subject to City approval.
- B. Garments lost or damaged beyond repair due to City's negligence, shall be replacement by Contractor within two (2) weeks. The City will pay the appropriate prorated replacement charge as defined below. The replacement garment may be new or used, subject to City approval.
 - 1. Garments lost or damaged beyond repair by City shall be replaced at City's expense. The cost of replacement shall be based on the Contractor's quoted replacement cost for each new garment and shall be adjusted downward one-month for each month of usage.
 - 2. The City will make a good faith effort to return Contractor's merchandise at the end of the contract.

1.10 PREPARATION CHARGE:

- A. Preparation charges may be charged for the following:
 - 1. Replacement garments issued because of loss or damage by the City.
- B. Preparation charges shall not be charged for the following:
 - 1. Garments issued during initial enrollment or at the time of contract renewal, if City requires new garments.
 - 2. Garments replaced by the Contractor due to loss or damage by the Contractor or worn out through normal wear. There shall also be no charge for the logo and name if these were on the original garment.

1.11 EMPLOYEE REQUESTED CHANGES:

- A. Change of Uniform Plan: An employee may change garment types with supervisor approval and/or change size of garments at any time during the term of the contract for the cost of the Preparation Charge. New or used garments may be used.
- B. Shirt Sleeve Length: After initial issue, an employee may request to change from a short sleeve shirt to a long sleeve shirt, or vice versa at any time with supervisor approval. New or used garments may be used.

1.12 LAUNDERING AND MAINTAINING GARMENTS:

- A. Pick-up and delivery at all locations shall be made once a week.
- B. When soiled garments are picked up they shall be counted at the pick-up point with a garment control list showing the number of garments picked up for each employee. The list will be given to the department/division at the time of the pick-up. Garments shall be inspected for special handling (i.e.:

pre-spot, repair, maintenance), at time of pick-up.

- C. All garments shall be laundered and maintained in a condition acceptable to the City. Laundered garments shall be clean and free from any tears, grime, soiling, sand, dirt, lint, odors or paint, ink or grease stains.
- D. If incoming garments have not been laundered satisfactorily by the Contractor, Contractor shall be notified and the weekly cost for the garment(s) shall be deducted from payment. When there is disagreement between the Contractor and department/division about such garments, or when the problem becomes chronic or ongoing, the department/division shall notify the Purchasing Division to resolve the problem.
- E. Where lockers have been designated for City employees, laundered garments shall be delivered into the lockers. Contractor shall be notified of any missing garment(s) and the weekly cost for the garment(s) shall be deducted from payment.
- F. The Contractor shall implement a tagging system to designate garments in need of repair or stain removal. Repairs and maintenance of all garments shall be done with the same fabric as the garment including thread color or transparent thread. Repairs/stain removal shall be completed by next delivery.

Repairs/stain removal shall be at no cost to the City. If the garment cannot be repaired or stain removed, the garment will be replaced at replacement cost.
- G. Supervisory uniforms and cotton uniforms used for safety reasons (electrical workers) shall be repaired by darning and not by means of an iron-on patch.
- H. Garments delivered after laundering without proper department/division patches or other required patches will be brought to the Contractor's attention and the weekly cost for garment(s) shall be deducted from payment.

1.13 SERVICE COORDINATOR:

Upon award of contract, Contractor shall provide the Purchasing Division the name and telephone number of a service coordinator and route driver(s) handling the City's account. In addition, the names and telephone numbers of backup personnel who are qualified to receive and resolve any/all complaints that arise during the performance of this contract.

1.14 COMPLAINT PROCEDURE:

For complaints involving the replacement of garments, replacement shall be made by the next delivery date. If the replacement cannot be made within that time, the Service Coordinator shall notify the department/division and give the date when the replacement will be made. The weekly cost for the missing replacement garment(s) shall be deducted from the subsequent invoice.

1.15 UNIFORM PLANS, USAGE AND LOCATIONS:

The following tables are designed to provide Proposers with a comprehensive listing of the number of City employees currently using uniform services, their work site location, and a description of the uniform service plan they are currently receiving. The successful proposer shall be required to furnish whatever quantity may be required during the contract term. Quantities listed are estimates based on current usage and are not to be construed as a commitment. No minimum or maximum is guaranteed or implied.

ATTACHMENT A

# of Employees on Plan	Plan Type (list below)	Location	Work Unit	Description
9	B	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
2	D	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Uniform Pants & Shirts
9	H	501 N Jefferson, Bldg. 4B	Electrical – Electrician	Coverall - Employee Launder
1	J	501 N Jefferson, Bldg. 4B	Electrical – Supervisor	Uniform Pants
2	E	1000 L St, Centre Plaza	Centre Plaza – Production Technician	Centre Plaza Shirts & Pants
1	C	1000 L St, Centre Plaza	Centre Plaza – Maintenance Technician	Centre Plaza Shirts & Pants
5	B	1000 L St, Centre Plaza	Centre Plaza – Event Attendants	Centre Plaza Shirts
18	E	1000 L St, Centre Plaza	Centre Plaza – Service Workers	Centre Plaza Shirts & Pants
4	C	501 N Jefferson, Bldg. 3	Parks – Supervisor	Executive Shirts
17	B	501 N Jefferson, Bldg. 3	Parks – MW	Uniform Pants & Shirts
4	H	501 N Jefferson, Bldg. 3	Parks – Mechanics	Coverall - Employee Launder
3	B	501 N Jefferson, Bldg. 2	Streets – Supervisor & Crewleader	Executive Shirts/Polo Shirts (Supervisor & Crewleader)
15	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Uniform Pants & Shirts
1	B	501 N Jefferson, Bldg. 2	Streets – Technicians	Coveralls
7	B	115 Elm Street	Traffic Operations – Technicians	Uniform Pants & Shirts
12	C	1109 9 th St	Parking – Laborer	Shirts
1	D	1109 9 th St	Parking – Laborer	Uniform Pants & Shirts
2	C	501 N Jefferson, Bldg. 1A	Forestry – Supervisor	Executive Shirts
25	B	501 N Jefferson, Bldg. 1A	Forestry – Technician	Uniform Pants & Shirts
2	B	501 N Jefferson, Bldg. 1A	Tagging Abatement – MW	Uniform Shirts
2	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Supervisor	Executive Shirts (Supervisor & Crewleader)
7	B	501 N Jefferson, Bldg. 1A	Curb/Gutter/Sidewalk – Technician	Uniform Pants & Shirts
4	B	121 Elm Street	Building Services – Technician	Uniform Pants & Shirts
2	B	236 Codoni Ave	Water – Supervisor	Executive Shirts & Pants
4	B	236 Codoni Ave	Water –Sr. USW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Uniform Pants & Shirts
33	I	236 Codoni Ave	Water – USW & MW	Coveralls
1	B	1201 S Carpenter Rd	Water – Supervisor	Executive Shirts & Pants
2	B	1201 S Carpenter Rd	Water – Water – Sr. USW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Uniform Pants and Shirts
13	I	1201 S Carpenter Rd	Water – USW & MW	Coveralls
2	I	1201 S Carpenter Rd	Water – Elect & Instr. Techs	Flame Resistant Pants & Shirts
2	I	501 N Jefferson, Bldg. 1B	Water – Supervisor	Executive Shirts
2	B	501 N Jefferson, Bldg. 1B	Water – Supervisor	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Uniform Pants & Shirts
24	I	501 N Jefferson, Bldg. 1B	Water – USW & MW	Coveralls
3	B	1221 Sutter Ave	Sewer Collections – Supervisor	Executive Shirts & Pants
43	G	1221 Sutter Ave	Sewer Collections – Technician	Uniform Pants & Shirts
4	B	1221 Sutter Ave	WWTP – Supervisor	Executive Shirts & Pants
12	G	1221 Sutter Ave	WWTP – Technician	Uniform Pants & Shirts
22	G	1221 Sutter Ave	WWTP – Operations	Uniform Pants & Shirts
15	B	7007 Jennings Road	WWTP – Technician	Uniform Pants & Shirts
3	F	1221 Sutter Ave	WWTP - Lab	Lab Coats
5	B	1221 Sutter Ave	WWTP – Lab	Uniform Pants & Shirts
6	J	1221 Sutter Ave	WWTP – Environmental	Uniform Pants & Shirts
9	I	1221 Sutter Ave	WWTP – Electricians	Uniform Pants & Shirts
7	B	7007 Jennings Road	Composting – Technicians	Uniform Pants & Shirts
5	A	7007 Jennings Road	Composting – Technicians	Coveralls
6	B	501 N Jefferson, Bldg. 1A	Street Sweeping – Equip Operator	Uniform Pants & Shirts

ATTACHMENT A

9	B	501 N Jefferson, Bldg. 1A	Green Waste Collection – Equipment Operator	Uniform Pants & Shirt
1	C	501 N Jefferson, Bldg. 1A	Green Waste Collection – Supervisor	Executive Shirts
3	B	617 Airport Way	Airport Operations – MW	Uniform Pants & Shirts
2	B	1609 8 th Street	Fleet Services – Parts	Uniform Shirts/Polo Shirts
2	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Supervisors	Executive Shirts/Polo Shirts
13	B	501 N Jefferson St. Fleet, Bldg. 5	Fleet Services – Technicians	Uniform Pants & Shirts
3	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services – Crew Leaders	Uniform Pants & Shirts
1	B	501 N. Jefferson St. Fleet, Bldg. 5	Fleet Services - Welder	Uniform Pants & Shirts, 100% Cotton.

Miscellaneous Materials Locations (No Uniform Delivery)

Modesto Fire Department – Fire Station 1 – 610 11 th Street
Modesto Fire Department – Fire Station 2 – 420 Chicago Ave.
Modesto Fire Department – Fire Station 3 – 635 El Vista Ave.
Modesto Fire Department – Fire Station 4 – 1505 Blue Gum Ave.
Modesto Fire Department – Fire Station 5 – 200 West Briggsmore Ave.
Modesto Fire Department – Fire Station 6 – 2700 Standiford Ave.
Modesto Fire Department – Fire Station 7 – 1800 Mable Ave.
Modesto Fire Department – Fire Station 9 – 4025 Fara Biundo Drive
Modesto Fire Department – Fire Station 10 – 148 Imperial Ave.
Modesto Fire Department – Fire Station 11 – 4225 Carver Road
Modesto Police Department Administration – 600 10 th Street
Modesto Police Department Operations – 600 10 th Street
Modesto Police Department Property & Evidence – 1124 F Street
Modesto Police Training Facility – 3000 West Main Street

Initial Plan Type	# of Employees	Description
A	5	Seven (7) cotton coveralls and launder three (3) cotton coveralls each week
B	190	Eleven (11) shirts and eleven (11) pants and launder five (5) shirts and five (5) pants each week
C	20	Eleven (11) shirts and launder five (5) shirts per week
D	3	Six (6) shirts and launder three (3) weekly
E	20	Seven (7) shirts, seven (7) pants and launder four (4) each week
F	3	Five (5) lab coats and launder two (2) each week
G	77	Eleven (11) shirts, eleven (11) pants and launder five (5) shirts and five (5) pants each week. Some employees may exchange shirts/pants for coveralls.
H	13	One coverall per year. Employee to launder.
I	144	Eleven (11) shirts, eleven (11) pants, 2 coveralls, and launder five (5) shirts and five (5) pants each week. Launder coveralls as needed.
J	1	Eleven (11) pants, launder five (5) pants each week.
K	6	Fifteen (15) shirts, eleven (11) pants, and launder seven (7) shirts and five (5) pants each week

1.16 PICK-UP AND DELIVERY:

- A. All items (garments and materials) shall be picked up on a weekly basis , cleaned and returned the following week at the delivery points specified herein, on the same day of each week, and all items delivered on that day (negotiated between City and Contractor). Deliveries shall be made between the

hours of 7:30 A.M. and 3:00 P.M. A copy of the finalized schedule shall be given to the Purchasing Division within one week after the employees’ measurements have been taken. Changes in the schedule may change throughout the life of the contract (negotiated between City and Contractor).

- B. Contractor shall provide sufficient size and quantity of laundry bags or containers appropriate for soiled garments as needed at each location at no additional charge.
- C. Contractor shall provide a delivery ticket by department/division within each delivery location. Each delivery ticket shall contain the following information:
- Vendor's Name
 - Date of Delivery
 - Name of department/division
 - Delivery Address
 - Itemized list of garments/supplies by employee name
 - Quantity, unit price, extension of each item and total charges

1.17 USAGE REPORTS:

Upon request, the Contractor shall provide a report of items rented by the City. The report of rented items shall be sorted by department/division, and state the items description, inventory amount (weekly, monthly, bi-annual or annual where applicable), and actual inventory on hand.

1.18 SCHEDULED CITY HOLIDAYS:

- New Year's Day
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

1.19 CITY BUSINESS/DELIVERY LICENSE:

Prior to beginning any service furnished under this specification and proposal, the Proposer shall secure the appropriate Business/Delivery license from the City of Modesto. Business/Delivery license information may be obtained by calling (209) 577-5389.

1.20 CITY REPRESENTATIVE:

All services provided under any resulting contract shall be under the general technical guidance and direction of the City of Modesto, Purchasing Division. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

1.21 INSURANCE:

The CONTRACTOR shall provide, at its own expense, and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to the CITY as may be required by the Risk Manager of the CITY. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the

Risk Manager of the CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- A. Workers' Compensation - Insurance as required by the State of California, with Statutory

Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

- B. General Liability - Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- C. Automobile Liability – If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.

If at any time any of said policies shall be unsatisfactory to the CITY, as to form or substance or if a company issuing such policy shall be unsatisfactory to the CITY, the CONTRACTOR shall promptly obtain a new

policy, submit the same to Risk Manager for approval and submit a certificate thereof as hereinabove provided. Upon failure of the CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of the CITY, may be forthwith declared suspended, or terminated. Failure of the CONTRACTOR to obtain and/or maintain any required insurance shall not relieve the CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the CONTRACTOR concerning indemnification. The CITY, its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation.

The Workers' Compensation insurer shall agree to waive all rights of subrogation against the CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for the CITY.

The CONTRACTOR's insurance policy(ies) shall include a provision that the coverage is primary as respects the CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager.

For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

CONTRACTOR shall either require any subcontractor to procure and to maintain during the term of the subcontract all insurance in the amounts specified above, or shall insure the activities of subcontractors in the policy specified above. The limits of liability required may vary, depending on the type of permit or contract.

1.22 STAFFING REQUIREMENTS:

- A. Contractor shall provide, at all times, adequate and expert managerial and administrative supervision for its employee in the Service Area. Contractor agrees that all persons working for or on behalf of Contractor whose duties bring them upon the premises shall obey the rules and regulations established by the City and shall comply with the reasonable directions of its officers.
- B. Contractor shall provide sufficient back-up in times of staff shortages due to vacations.

1.23 CHARACTER OF WORKERS:

If any person employed by the Contractor fails or refuses to carry out the direction of the City, or appears to be incompetent or acts in a disorderly or improper manner, that person shall be discharged immediately from the job on the request of the Purchasing Manager, and such person shall not again work on any City job.

1.24 CONTRACTOR EMPLOYEE UNIFORMS:

All employees of the Contractor shall wear uniform-style shirts bearing the Contractor's business name while performing contracted services on City sites. Upon award of a contract, the Contractor shall furnish a list of his/her employees to the Purchasing Division.

REQUEST FOR PROPOSAL AND SPECIFICATIONS NO. 1718-42

UNIFORM AND LAUNDRY SERVICES

GENERAL TERMS AND CONDITIONS

2.1 PROPOSAL SUBMITTAL:

Proposers shall submit two “inked” (preferably blue ink) signed original proposal document, plus eight (8) copies of the signed original proposal document. **The original proposal document shall be clearly marked.** Photocopies do not constitute an original proposal document.

FAILURE TO FURNISH ONE “INKED” SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

It is the responsibility of the proposers to identify information in their proposal responses that they consider confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All costs associated with the preparation of this proposal shall be borne by the proposer.

All exceptions taken to these specifications shall be specifically and clearly identified on the Exceptions, Clarifications, Amendments Form. **Failure to comply with this provision is grounds for proposal rejection.**

Exceptions taken shall not affect the overall performance and quality of equipment, materials and/or services required by the City. The Purchasing Manager or her designated agent shall make the final decision regarding the acceptability of equipment, materials and/or services with exceptions.

2.1.1 ACCEPTANCE/REJECTION OF IRREGULAR PROPOSALS:

A contract shall be awarded to the proposer whose proposal most closely satisfies the needs of the City and is deemed the most advantageous to the City. The City reserves the right to reject any or all proposals or to waive any informalities or minor irregularities in a proposal.

2.1.2 COMPLETE PROPOSAL DOCUMENT:

The following forms constitute the makeup of a complete proposal document:

- Proposal Acknowledgement (**Signature Form**)
- Pricing Schedule (**Signature Form**)
- Exceptions, Clarifications, Amendments
- References
- Financial Interest Disclosure
- Support of Local Vendors (if applicable)
- Company History Statement
- Catalogs
- Product Quality
- Service Quality
- Contingency Service Plan
- Complaint Procedures
- Garment Rental Insurance

Failure to furnish any of these forms may result in disqualification.

2.1.3 PROPOSAL PREPARATION:

Proposals shall be prepared in the order as listed in Section 2.1.2 Complete Proposal Document. Proposals should be tabbed with dividers. Tabbed dividers shall be clearly marked indicating the appropriate form.

2.2 COMPLIANCE:

Proposers are required to sign the "Pricing Schedule and Proposal Acknowledgement Forms" of this proposal document, thereby acknowledging they are in full compliance with all requirements of RFP No. 1718-42, and any addendum to such proposal. **Failure to comply may result in disqualification.**

Proposer shall furnish two "inked" signed original proposal document, plus eight (8) copies of the signed original proposal document.

FAILURE TO FURNISH ONE "INKED" SIGNED ORIGINAL PROPOSAL DOCUMENT MAY RESULT IN DISQUALIFICATION.

The proposer guarantees that the offered equipment, material or services meet all safety requirements applicable in accordance with Cal-OSHA regulations and any other rule or regulation required by the City of Modesto.

2.3 NON-COMPLIANCE:

If you cannot comply with a specification requirement, note as an addendum on the Exceptions, Clarifications, Amendments Form specification paragraph, your exception, and your recommendation. The Purchasing Manager will evaluate your recommendation. If after evaluation it is determined that the proposer is not in compliance with the specification, the proposal may be rejected.

2.4 PRICING FORMAT:

Provide a detailed explanation of the cost to be charged to the City for all services. The explanation should indicate administrative and management support and staff allocations showing the specific salary allocation. The proposer's cost factor and profit factor should be shown in arriving at the required service fee.

Unless otherwise stated, the proposer agrees that, in the event of a price decline, the benefit of such lower pricing shall be extended to the City.

2.5 PRICING SCHEDULE:

Proposers shall use the Pricing Schedule Form to present their proposed pricing. No other form or format shall be accepted.

2.6 AWARD OF PROPOSAL:

This is an "all or none" award.

Proposals shall be evaluated by a committee and will be ranked in accordance with the RFP section entitled "Evaluation Criteria."

The committee shall recommend award to the proposer who, in its opinion, has submitted the proposal that best serves the overall interests of the City, and attains the highest overall point score. Award may not necessarily be made to the proposer with the lowest price.

The City reserves the right to decline to award a contract if it is determined that the proposed pricing is not competitively priced based on similar contracts with public agencies within the State of California.

The City reserves the right to select that proposal, which best suits the City's needs. Regardless of City staff's recommendation, the City Council reserves the right to award a contract to the proposer that best suits the City's needs as determined by the City Council whether or not said award is consistent with City staff's recommendation for award.

2.7 EVALUATION PROCESS:

Proposals shall be evaluated using a three (3) step process:

Level 1 – Minimum Qualifications Review: The City shall perform an initial responsiveness review to determine compliance and shall notify disqualified Proposers. Proposers that do not meet the "Minimum Qualifications" requirements shall be deemed non-responsive and/or/non-responsible to this RFP and will receive no further consideration.

Level 2 – Proposal Content and Cost Ratings: Proposals that meet Level 1 Minimum Qualifications Review shall be evaluated based on the evaluation criteria "Proposal Evaluation Criteria". Proposer submittals shall be evaluated and scored. Proposer cost information shall be evaluated as part of Level 2 evaluation process.

Level 3 – Short List (Oral Presentations): At the sole discretion of the Evaluation Committee, a "short list" of proposers may be developed of the highest rated proposals, based on Level 1 and Level 2 rankings. If the Evaluation Committee chooses, these proposers would be invited to give oral presentations. Final scoring of "short list" proposals will be completed upon the conclusion of oral presentations.

2.8 SUPPORT OF LOCAL VENDORS:

Should the bidder that submits the lowest responsive bid or quote and would otherwise normally qualify to receive the bid pursuant to Sections 8-3.203 and 8-3.204 of the Modesto Municipal Code (MMC) not be a local business as defined herein, the lowest bid or quote submitted by a local business that is within five percent (5%) of the lowest bid or quote, whether or not that bidder is the second lowest bidder, may be deemed to be the lowest bidder if the local bidder agrees to reduce its bid to match the bid or quote of the lowest bidder in writing within five (5) business days after notification by City Purchasing staff, provided that said local bidder is deemed to be a responsible bidder as determined by the Purchasing Manager.

To qualify as a local bidder, the bidder must have a physical business location within the City of Modesto and a current City of Modesto business license.

2.9 TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of City, for a total of five (5) years.

- A. Pricing shall remain firm for the first two (2) years of any contract, which may be awarded pursuant to this RFP.
- B. Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by Contractor(s) in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

2.10 QUANTITIES:

The successful proposer shall be required to provide whatever quantities may be required during the contract term. No minimum or maximum is guaranteed or implied.

2.11 FUNDING:

All annual extensions are based upon continuous funding for that purpose by the City Council. Failure to fund any annual extension shall result in an immediate termination of the agreement without redress.

2.12 INSPECTION AND ACCEPTANCE:

Whenever the product or service provided by the supplier has been delivered to the delivery point, the designated agent shall make the final inspection and acceptance.

If upon initial inspection the product or service is found to be defective in its construction or deficient in any of the requirements of this specification, the supplier shall remedy or remove said product in an acceptable manner at the supplier's expense. No compensation shall be allowed for such correction of product, labor, or transportation of product.

2.13 TERMINATION OF SERVICES:

The City reserves the right to discontinue services with the provider upon failure to meet contractual expectations and/or obligations.

The City reserves the right to review the service providers' performance at any time with or without the knowledge or consent of the provider.

Cancellation of services shall be determined by the collaborative efforts of the Purchasing Manager, or her designee, and using department(s) after reviewing the incident(s) of failure to perform. Either party may terminate the contract in its unilateral discretion for any or no reason by providing at least ninety (90) days written notice to the other of its desire to terminate.

2.14 PAYMENT AND INVOICING:

- Paper Payment Method:
All invoices shall be paid in full within thirty (30) days after completion and acceptance of satisfactory services by the City, and receipt of a properly prepared invoice in duplicate, subject to cash discounts allowed and stated in this bid document.
- Electronic Payment Method:
The City of Modesto provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of bid or contract. Notification of payments and required invoice information are issued to the supplier's designed Accounts Receivable contact by email remittance advice at time of payment.

During the bid evaluation process preference may be shown to bidders that agree to accept Epay for payment of invoices. Please indicate on the Pricing Schedule whether or not your company will accept the City's Epay Program.

Invoice to: City of Modesto
Attn: Accounts Payable
P.O. Box 642
Modesto, CA 95353
Email to: APvendors@modestogov.com

Invoices shall be clear and concise. Vendor codes and abbreviations are not acceptable. Vendor shall establish account numbers for each City department/division using this service. At a minimum, invoices shall state the following:

- City department/division name and address
- Billing period
- Employee(s) name
- Quantity of each garment provided
- Unit price, extended price, sales tax and total

2.15 OTHER GOVERNMENT/PUBLICLY FUNDED AGENCIES:

If mutually agreeable to all parties, the issuance of any resultant contract/purchase order referencing these specifications and modified by mutual agreement between all parties may be extended to other government or publicly funded agencies. It shall be understood that all terms and conditions as specified herein shall apply.

2.16 NON-DISCRIMINATION:

- A. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, color, ancestry, religion, sex, national origin, marital status, age, medical condition (cancer related), physical handicap (including AIDS), or sexual orientation. Equal employment opportunity extends, but is not limited to recruitment, compensation, benefits, layoff, termination, and all other conditions of employment. Contractor and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full.
- B. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- C. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- D. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or City shall require to ascertain compliance with this clause.

2.17 NON-DISCRIMINATION OF THE HANDICAPPED:

CERTIFICATION OF PROPOSALDER REGARDING NON-DISCRIMINATION OF THE HANDICAPPED

By executing this agreement, the proposer hereby certifies that he/she is in compliance with the Americans with Disabilities Act of 1990, the applicable administrative requirements promulgated in response thereto, and any other applicable Federal laws and regulations relating to handicap

discrimination and participation, and will continue to do so for at least the duration of the agreement and any extensions thereof.

2.18 DRUG FREE WORKPLACE:

Proposer/Contractor certifies that he/she is in compliance with Sections 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

2.19 HOLD HARMLESS AGREEMENT:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities and damages from every cause, including but not limited to injury to person or property or wrongful death, with the indemnity to include reasonable attorney's fees, and all costs and expenses, arising directly or indirectly out of any act or omission of CONTRACTOR, whether or not the act or omission arises from the sole negligence or other liability of CITY, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under the Agreement.

2.20 ASSIGNMENT OF RIGHTS:

CONTRACTOR offers and agrees, and will require all subcontractors and suppliers to agree, to assign to the CITY all rights, title, and interest in and to all causes of action it and they may have under Section 4 of the Clayton Act (15 United States code, Section 15) or under the Cartwright Act (Business and Professions Code, Section 16700 et seq.), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. The assignment made by CONTRACTOR and all assignments made by subcontractors and suppliers shall be made and become effective at the time the CITY tenders final payment to CONTRACTOR, without further acknowledgment by the parties (Government Code, Sections 4550-4554).

2.21 CITY PROCESS/PROCEDURE APPROVALS:

CITY approval of any process or procedure shall not relieve the proposer of his/her responsibility to furnish the required items and service meeting all specifications contained herein.

2.22 PROPOSALDER/SELLER REPRESENTATION:

The proposer/seller represents that:

- A. He/She has had an opportunity to examine and has examined any and all of the documents, including specifications, any resultant purchase order and supporting data, and that he/she has, from the information contained in such documents, specifications, and data, fully acquainted him/her with all conditions relevant to the work.
- B. He/She has made all reasonable investigations essential to a full understanding of the difficulties, which may be encountered in performing the work.
- C. He/She will complete the work for the compensation stated above.
- D. He/She assumes full and complete responsibility for all conditions relevant to the work and all risks in connection therewith.
- E. In addition thereto, the proposer/seller represents that he/she is fully qualified to do the work in accordance with the terms of any Purchase Order issued within the time specified in it.

- F. Anything mentioned in the specifications and not in the Purchase Order, or mentioned in the Purchase Order and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between the specifications and the Purchase Order, the Purchase Order shall govern.

2.23 FAILURE TO PERFORM SATISFACTORY:

It is agreed and understood that if the CONTRACTOR fails to perform the work as specified herein, CITY's representative may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, (2) have such required work done by CITY forces or otherwise, and charge the cost thereof to the CONTRACTOR, or (3) recommend termination of contract between said CONTRACTOR and the City of Modesto. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence. Unless otherwise negotiated, billing adjustments for this incomplete or uncorrected work shall be permanent retention of 100% of the estimated monthly cost for the work not corrected or completed.

2.24 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES:

If CONTRACTOR damages any property belonging to the CITY, the CITY may either retain from the money due to CONTRACTOR an amount sufficient to repair the damage or require CONTRACTOR to repair the damage to the satisfaction of the CITY at CONTRACTOR's expense.

2.25 LABOR FORCE AND SUPERVISION:

CONTRACTOR shall provide sufficient labor at all times to carry out the project properly and shall ensure that fully experienced competent licensed workers who are skilled in the type of work required are employed. CONTRACTOR shall ensure that supervision is provided at all times while any work under this contract is being performed. If, in the judgment of the CITY, any person is incompetent or disorderly, CONTRACTOR shall promptly remove such person from the work for the duration of the contract.

2.26 PROTEST AND APPEAL PROCEDURES:

Potential offerors, proposers, contractors and subcontractors wishing to protest or appeal the procurement or contracting process or a decision to award by the City of Modesto, must follow the procedures provided in the City of Modesto Purchasing Manual, Section I, Procedure 5. Protest procedures are in place that allow for a protest during the proposal process and must be filed no later than three (3) working days after the proposal opening. A protest to an announced decision to award a contract may also be filed no later than ten (10) working days after the Intent to Award letter date. Protests or appeals, which are not submitted in accordance with the above procedures, will not be reviewed. A copy of the procedures may be obtained by contacting the City of Modesto Purchasing Office at (209) 577-5405.

City of

MODESTO**UNIFORM SERVICE REQUEST**

Date _____

TO: _____

FROM: _____

Employee's Name (Print)

Social Security No.

Dept./Dev. Title

PART I TRANSACTION☐ Start Plan☐ Lost Garments☐ Incorrect Size☐ Change Plan☐ Damaged Garments☐ Other (Specify)☐ Terminate Plan☐ Garments Worn, ReplaceExplanation: _____

_____**PART II UNIFORM PLAN ORDERED**Number of Changes per Week: _____ Shirts _____ Pants _____
Coveralls☐ Long Sleeve☐ Short Sleeve

Pay Period Employee Charge _____ Uniform Code _____

Date Ordered _____

I hereby authorize the City of Modesto to make the above deduction.

Employee's Signature_____
Supervisor's Signature_____
Laundry Signature**PART III UNIFORM PLAN RECEIVED/RETURNED**

Date of Uniform Plan Receipt/Return _____

I acknowledge the receipt of the above uniforms and accept the responsibility of this inventory upon termination of uniform plan.

Employee's Signature_____
Laundry Signature (for return of uniforms only)**PART IV TO BE COMPLETED BY SUPERVISORS**☐ Charge Employee \$☐ Charge City \$☐ No Charge_____
Supervisor's Signature_____
Laundry Signature**PART V DAMAGE/LOSS PAYMENT**

My signature acknowledges that my supervisor has brought to my attention a uniform problem and as a result a deduction will be made from my payroll check.

Employee's Signature

UNIFORM AND LAUNDRY SERVICES

This Agreement, made and entered into in the City of Modesto, State of California, this 14th day of August, 2018, by and between the City of Modesto, a municipal corporation of the State of California, hereinafter called CITY, and Aramark Uniform Services, hereinafter called CONTRACTOR,

W I T N E S S E T H:

WHEREAS, the Modesto City Council adopted Resolution No. 2018-351 authorizing the award of proposal and contract for the furnishing of Uniform and Laundry Services to CONTRACTOR, *attached hereto as Exhibit "A" and made a part hereof*, and

WHEREAS, the CONTRACTOR provided a responsive and responsible submittal that best meets the CITY needs, *attached hereto as Exhibit "B" and made a part hereof*, and

WHEREAS, the CITY and CONTRACTOR shall enter into an agreement for the furnishing of UNIFORM AND LAUNDRY SERVICES, as described in RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES, *attached hereto as Exhibit "C" and made a part hereof*, and

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF WORK.

a. CONTRACTOR shall furnish Uniform and Laundry Services insofar as such scope of services are specified in Exhibit "B", and in strict accordance with the conditions of the complete Contract.

b. CONTRACTOR shall do and perform the work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the City Representative.

c. CONTRACTOR shall furnish said services at the following contracted rates, not to exceed \$160,323 annually:

DESCRIPTION/ITEM	RENTAL PER WEEK
Coveralls, 100% Cotton (GO-0009)	\$0.31/Pr.
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets, (GO-2317)	\$0.15/Ea.
Lab Coat, Snap-Front with Outside Pockets (GO-1541)	\$0.15/Ea.
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-1036)	\$0.13/Pr.
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill (GP-1037)	\$0.20/Pr.
Jeans, Men's, 14oz. Cotton Denim (GP-0294)	\$0.24/Pr.
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim (GP-0959)	\$0.28/Pr.
Jeans, Men's, Dickies Carpenter, 100% Cotton (GP-0766)	\$0.34/Pr.
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck (GP-1062)	\$0.30/Pr.
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton (GP-1064)	\$0.55/Pr.
Pants, Men's, Dura-Press Work, 100% Cotton Twill (GP-0171)	\$0.14/Pr.
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill (GP-0151)	\$0.15/Pr.
Pants, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-0002)	\$0.13/Pr.
Pants, Cargo, 65% Polyester/35% Cotton (GP-0621)	\$0.17/Pr.
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton (GP-0564)	\$0.22/Pr.
Pants, Men's, Indura Flame-Resistant, 100% FR Cotton (GP-0264)	\$0.29/Pr.
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-0096)	\$0.13/Pr.
Shorts, Men's, Cargo, 65% Polyester/35% Cotton (GP-0730)	\$0.20/Pr.
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester, (GS-0036)	\$0.15/Ea.
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester, (GS-0038)	\$0.15/Ea.
Shirt, Men's, Work Shirt, Plain, CheckMark, Striped, Short Sleeve, 65% Polyester/35% Cotton Poplin, (GS-0019)	\$0.13/Ea.
Shirt, Men's, Work Shirt, Plain, CheckMark, Striped, Long Sleeve 65% Polyester/35% Cotton Poplin, (GS-0007)	\$0.13/Ea.
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt, (GS-0449)	\$0.18/Ea.
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt, (GS-0448)	\$0.18/Ea.

Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt, (GS-0897)	\$0.33/Ea.
Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt, (GS-0896)	\$0.33/Ea.
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail (GS-0652)	\$0.29/Ea.
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket, (GS-0099)	\$0.15/Ea.
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket, (GS-0098)	\$0.15/Ea.
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill, (GS-1169)	\$0.12/Ea.
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill, (GS-1168)	\$0.12/Ea.
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front (GS-1957)	\$0.15/Ea.
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck (GS-1724)	\$0.15/Ea.

Emblem Replacement and Installation Cost	\$ 0.00 /Ea
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Other Charges	
Description	Up-charge Unit Cost
Extra long shirt in lieu of standard length shirt	\$ 0.00 /Un
Lab Coat in lieu of Coveralls	\$ 0.00 /Un
Reflective Material on Shirts	\$ 0.00 /Un

MATERIALS RENTAL COST	
DESCRIPTION	RENTAL PER WEEK
Bed Linen, Flat Sheet, Twin, Percale T180 55/45 Cotton-Poly Blend, 66" x 110", White	\$0.50/Ea.
Bed Linen, Pillow Slip, Percale T180 55/45 Cotton-Poly Blend, 42" x 34", White	\$0.25/Ea.
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 4'	\$0.95/Ea.
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 3' x 10'	\$2.95/Ea.
Standard Door Mat, 100% Nylon Pile, Slip-Resistant, 4' x 6'	\$1.95/Ea.
Safety Slogan Door Mat, 3' x 4'	\$0.95/Ea.
Safety Slogan Door Mat, 3' x 5'	\$0.95/Ea.
Safety Slogan Door, Mat, 4' x 6'	\$1.95/Ea.
Quality Slogan Door Mat, 3' x 4'	\$0.95/Ea.
Scaper Mat, Rubber, Slip-Resistant, 3' x 5'	\$0.95/Ea.

Scaper Mat, Rubber, Slip-Resistant, 4' x 6'	\$1.95/Ea.
Stand'n Comfort Anti-Fatigue Mat, Nitrile Rubber, 3' x 5'	\$0.95/Ea.
Dyna Mat, Anti-Fatigue, Rubber, 3' x 5'	\$0.95/Ea.
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 3' x 10'	\$5.00/Ea.
Steady Step Mat, 100% Nylon Pile, Heavy Weight, Tacky Nitrile Rubber and Molded-In-Suction Cups, 4' x 6'	\$4.00/Ea.
Seat Cover, 50% Cotton/50% Polyester Blend Woven Sateen, Color: Tan, 54" x 60"	\$0.29/Ea.
Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 22"	\$0.30/Ea.
Mop, Synthetic/Cotton Blend, Dust, Includes Frame, 36"	\$0.45/Ea.
Mop, Wet, Large, Synthetic, 100% Synthetic Yarn	\$1.25/Ea.
Towel, Glass, 100% Cotton, White w/ Red Border Stripe, 16" x 28"	\$0.06/Ea.
Towel, Bar, 100% Cotton Ribbed Terry, White, 16" x 19"	\$0.06/Ea.
Towel, Standard Bath, 100% Cotton Terry, White, 24" x 50"	\$0.16/Ea.
Wipes, Microfiber, 80% Polyester/20% Polyamide, 16" x 16"	\$0.07/Ea.
Towel, Shop, 100% Cotton Osnaburg, 18" x 18"	\$0.03/Ea.

Replacement Garments Cost (Damaged by City)		Damage Insurance Program Cost
Description	Unit Cost	Unit Cost
Coveralls, 100% Cotton (GO-0009)	\$22.00/Pr.	\$0.13/Pr.
Lab Coat, Women's Button-Front, 100% Spun Polyester, 3-Pockets (GO-2317)	\$10.00/Ea.	\$0.06/Ea.
Lab Coat, Snap-Front with Outside Pockets (GO-1541)	\$10.00/Ea.	\$0.06/Ea.
Pants, Woman's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-1036)	\$8.00/Pr.	\$0.06/Pr.
Pants, Women's Cargo, 65% Polyester/35% Cotton Stretch Twill (GP-1037)	\$10.00/Pr.	\$0.06/Pr.
Jeans, Men's, 14oz. Cotton Denim (GP-2094)	\$12.00/Pr.	\$0.13/Pr.
Jeans, Heavy-Duty Carpenter, 100% Cotton Denim (GP-0959)	\$14.00/Pr.	\$0.13/Pr.
Jeans, Men's, Dickies Carpenter, 100% Cotton (GP-0766)	\$18.00/Pr.	\$0.13/Pr.
Jeans, Men's, Dickies Duck Carpenter, 75% Cotton/25% Polyester Duck (GP-1062)	\$16.00/Pr.	\$0.13/Pr.
Jeans, Men's, Dickies FR Carpenter, 14.0-oz flame-resistant Amtex 100% Cotton (GP-1064)	\$35.00/Pr.	\$0.13/Pr.

Pants, Men's, Dura-Press Work, 100% Cotton Twill (GP-0171)	\$12.00/Pr.	\$0.13/Pr.
Pants, Men's, Pleated 65% Polyester/35% Cotton Twill (GP-0151)	\$10.00/Pr.	\$0.06/Pr.
Pant, Men's Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-0002)	\$10.00/Pr.	\$0.06/Pr.
Pants, Cargo, 65% Polyester/35% Cotton (GP-0621)	\$12.00/Pr.	\$0.06/Pr.
Pants, Men's, Dickies Multi-Use Pocket, 65% Polyester/35% Cotton (GP-0546)	\$15.00/Pr.	\$0.06/Pr.
Pants, Men's, Indura Flame-Resistant, 100% FR Cotton (GP-0264)	\$35.00/Pr.	\$0.13/Pr.
Shorts, Men's, Work, Flat-Front, 65% Polyester/35% Cotton Twill Blend (GP-0096)	\$10.00/Pr.	\$0.06/Pr.
Shorts, Men's, Cargo, 65% Polyester/35% Cotton (GP-0730)	\$12.00/Pr.	\$0.06/Pr.
Shirt, Women's, Oxford Executive, Short Sleeve, 60% Combed Cotton/40% Polyester (GS-0036)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Women's, Oxford Executive, Long Sleeve, 60% Combed Cotton/40% Polyester (GS-0038)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's, Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin (GS-0019)	\$8.00/Ea.	\$0.06/Ea.
Shirt, Men's, Work Shirt, Long Sleeve 65% Polyester/35% Cotton Poplin (GS-0007)	\$8.00/Ea.	\$0.06/Ea.
Shirt, Men's, CheckMark Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin (GS-0019)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's, CheckMark Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin (GS-0007)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's Striped Work Shirt, Short Sleeve, 65% Polyester/35% Cotton Poplin (GS-0019)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's, Striped Work Shirt, Long Sleeve, 65% Polyester/35% Cotton Poplin (GS-0007)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's, Executive Oxford, Short Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket (GS-0099)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Men's, Executive Oxford, Long Sleeve, 60% Cotton/40% Polyester, 7-Button Front Placket (GS-0098)	\$9.00/Ea.	\$0.06/Ea.
Shirt, Short Sleeve, 65% Polyester/35% Cotton Twill, (GS-1169)	\$8.00/Ea.	\$0.06/Ea.
Shirt, Long Sleeve, 65% Polyester/35% Cotton Twill, (GS-1168)	\$8.00/Ea.	\$0.06/Ea.
Shirt, Men's, Enhanced Visibility, Short Sleeve, 100%, Cotton Work Shirt (GS-0449)	\$10.00/Ea.	\$0.06/Ea.
Shirt, Men's, Enhanced Visibility, Long Sleeve, 100% Cotton Work Shirt (GS-0448)	\$10.00/Ea.	\$0.06/Ea.
Shirt, Men's, High Visibility ANSI II, Short Sleeve, 100% Cotton Work Shirt (GS-0897)	\$25.00/Ea.	\$0.06/Ea.

Shirt, Men's, High Visibility ANSI II, Long Sleeve, 100% Cotton Work Shirt (GS-0896)	\$25.00/Ea.	\$0.06/Ea.
Shirt, UltraSoft Flame Resistant, Single-Button Cuff, Two Chest Pocket with a Button-Flap and an Extra-Long Tail (GS-0652)	\$25.00/Ea.	\$0.13/Ea.
Shirt, Polo, Men's, 100% Polyester Micropique, Button-Front (GS-1957)	\$10.00/Ea.	\$0.06/Ea.
Shirt, Polo, Women's, 100% Polyester Micropique, V-Neck (GS-1724)	\$10.00/Ea.	\$0.06/Ea.

Annual Cost for Uniform Rental:	\$74,433.00
Annual Cost for Materials Rental:	\$41,890.00
Estimated Annual Cost for Easy Care Insurance	\$41,000.00
Estimated Annual Loss Not Covered By Easy Care Insurance	\$3,000.00
Total Estimated Annual Uniform and Materials Cost	\$160,323.00

2. CITY REPRESENTATIVE:

City Representative for Uniform and Laundry Services:

Cindy Medley, Buyer Phone: 209-571-5164

The City Representative is not authorized to commit the CITY to changes in specifications, requirements, or scope of work, changes in price(s), period of performance or delivery date(s) or method of shipment. Changes of a contractual or business nature shall be effected only by written change to the contract, issued by the City of Modesto, Purchasing Division.

3. TERM OF CONTRACT:

The term of the contract shall be for a period of two (2) years, with three (3) one-year extension options at the sole discretion of CITY, for a total of five (5) years.

Year 1: Notice to Proceed through June 30, 2019

Year 2: July 1, 2019 through June 30, 2020

Year 3: July 1, 2020 through June 30, 2021

Year 4: July 1, 2021 through June 30, 2022

Year 5: July 1, 2022 through June 30, 2023

Pricing as set forth in Section 1.c. above shall remain firm for the first two (2) years of the contract.

Price increases for subsequent contract years, three, four and five, shall not exceed the Consumer Price Index (CPI) for West Urban Area in any one contract year, and shall be negotiated through the Purchasing Division. Requests for price increases shall be submitted by CONTRACTOR in writing, sixty (60) days prior to the annual anniversary date of the contract to be effective for the subsequent year.

4. LIABILITY INSURANCE:

CONTRACTOR shall provide at its own expense and maintain at all times the following insurance with insurance companies licensed in the State of California and shall provide evidence of such insurance to CITY as may be required by the Risk Manager. The policies or certificates thereof shall provide that, thirty (30) days prior to cancellation or material change in the policy, notices of same shall be given to the Risk Manager of CITY by registered mail, return receipt requested, for all of the following stated insurance policies.

- (a) Workers' Compensation - In compliance with the statutes of the State of California, plus employer's liability with a minimum limit of liability of \$1,000,000
- (b) General Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. This

insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

- (c) Automobile Liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

If at any time any of said policies shall be unsatisfactory to CITY, as to form or substance, or if a company issuing such policy shall be unsatisfactory to CITY, CONTRACTOR shall promptly obtain a new policy, submit the same to Risk Manager of CITY for approval and submit a certificate thereof as herein above provided. Upon failure of CONTRACTOR to furnish, deliver or maintain such insurance and certificates as above provided, this Agreement, at the election of CITY, may be forthwith declared suspended, or terminated. Failure of CONTRACTOR to obtain and/or maintain any required insurance shall not relieve CONTRACTOR from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of CONTRACTOR concerning indemnification. CITY, and its agents, officers, employees, and volunteers shall be named as an additional insured on all insurance policies required herein, except Workers' Compensation, Professional Liability and Financial Institution's Fidelity. The Workers' Compensation insurer shall agree to waive all rights of subrogation against CITY, its agents, officers, employees, and volunteers for losses arising from work performed by CONTRACTOR for CITY. CONTRACTOR'S insurance policy(ies) shall include a provision that the coverage is primary as respects CITY; shall include no special limitations to coverage provided to additional insured; and, shall be placed with insurer(s) with acceptable Best's rating of A:VII or with approval of the Risk Manager of CITY. The

CONTRACTOR must deliver certificates evidencing existence of the insurance to the City prior to the time contract is signed.

CONTRACTOR agrees to provide CITY with a separate endorsement evidencing proof of City's additional insured status required herein (both general and automobile liability) as well as a separate endorsement for the Workers' Compensation insurer's waiver of all subrogation rights as stated above. Every endorsement shall identify the policy number.

CONTRACTOR shall provide CITY with separate an endorsement evidencing proof of the CITY's additional insured status as to the general liability insurance policy. In addition, CONTRACTOR shall provide CITY with a Workers Compensation subrogation waiver by way of a separate endorsement. All endorsements referenced above must include the applicable policy number.

For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

CONTRACTOR further agrees that the amount of insurance required may from time to time be adjusted by CITY's Risk Manager and CONTRACTOR agrees to file a new insurance certificate with CITY's City Clerk evidencing the new amounts after a thirty (30) day written notice from CITY's Risk Manager.

5. INDEMNITY:

The CONTRACTOR shall hold the CITY, its agents, officers, employees, and volunteers, harmless from and save, defend and indemnify them against any and all claims, losses, liabilities, judgments or damages from every cause, including but not limited to injury to person or property or wrongful death, including reasonable costs and expenses of defense of any judicial or administrative action, arising directly or indirectly out of any negligent or intentional act or omission of

CONTRACTOR, or its agents, officers, employees, or volunteers relating to or during the performance of its obligations under this Agreement.

CONTRACTOR's obligation to defend, indemnify, and hold the CITY, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

6. ARBITRATION:

Any dispute or claim arising or related to this Agreement, its performance, breach, or interpretation (including issues about its validity or enforceability), shall be exclusively, (except as approved below) resolved by final binding arbitration before the American Arbitration Association (AAA), utilizing its Commercial Arbitration Rules. One Arbitrator shall be selected using AAA procedures. The Arbitrator shall use all reasonable efforts to minimize discovery and to complete the arbitration proceedings as expeditiously as possible. The Arbitrator shall render a written decision within thirty (30) calendar days of the hearing. The Arbitrator will not award attorney's fees, or punitive, incidental, consequential, treble or other multiple or exemplary damages, and the parties hereby agree to waive and not seek such damages. Either party may seek judicial relief to compel the other party to comply with the provisions of this Section, or injunctive or other equitable relief to protect its intellectual property rights, provided (unless prohibited by applicable law) that the remainder of the dispute or claim is submitted to arbitration. The arbitration shall be held in Modesto California; both parties give their irrevocable consent to jurisdiction of courts of or in the State of California, as well as processes of the AAA in California. Awards shall be final, binding and non-appealable (except on the minimal grounds required under the Federal Arbitration Act or other applicable law). All awards may be filed with one or more courts, state, federal or foreign having jurisdiction over the party against whom such award is rendered or its property, as a basis of judgment and of the issuance of execution for its collection.

7. GOVERNING LAW:

This Agreement shall be deemed made in, governed by, performed in, and construed and enforced in accordance with the laws of the State of California, without giving effect to its conflicts of laws provisions or principles.

8. COMMENCEMENT AND COMPLETION OF THE WORK:

~~The work contemplated herein shall be commenced as immediately after receipt of the~~
Notice to Proceed for this contract. The Notice to Proceed shall not be issued until the contract administrator receives and has on file:

Proofs of insurance (approved by Risk Management); and
 Executed Agreement and all exhibits thereto.

9. TERMINATION OF SERVICES:

Termination by City for Default of Contractor

Should Contractor default in the performance of this Agreement or materially breach any of its provisions, at its option, City may terminate this Agreement by giving written notification to Contractor. The termination date shall be the effective date of the notice. For the purposes of this section, material breach of this Agreement shall include, but not be limited to, any of the following: failure to perform required services or duties, willful destruction of City's property by Contractor, dishonesty or theft.

Termination by City for Convenience

The City may also terminate the Contractor's performance under the Agreement, either in whole or in part, at its own discretion, or when conditions encountered during the Work make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the Agreement by act of God, by law, or by official action of a public authority, or upon a determination by the City that such termination is in the best interest and convenience of the City, or whenever the City is prohibited from completing the Work for any reason. The City shall provide no less than ten (10) calendar days written notice of its intent to

- g. Take such other actions as may be necessary, or as may be directed by the City for the protection and preservation of the Work and/or property related to the Work;
- h. If City so requests, and at City's cost, Contractor shall provide sufficient oral or written status reports to make City reasonably aware of the status of Contractor's work on the project.
- i. The Contractor understands and agrees that City may, in City's sole discretion, refuse to pay Contractor for that portion of Contractor's services which were performed by Contractor on the project prior to the termination date and which remain unacceptable and/or not useful to City as of the termination date.

City will pay Contractor an amount based on the percentage of satisfactory work completed in accordance with the notice of termination. The final payment to the Contractor after termination for convenience shall be limited to amounts due and owing under the Agreement at time of termination, including the following:

- a. The cost of settling and paying valid claims arising out of the termination of the Work such as subcontractor agreements or contracts for materials;
- b. The Agreement price allocable to the portion of the Work properly performed or goods supplied to the work site by the Contractor as of the date of termination, as determined in accordance with the notice of termination, reduced by any sums previously paid to the Contractor.

Authorization to Terminate Agreement

Termination of the Agreement may be invoked by the City Manager, or his/her designee, subject to the right of the Contractor to appeal the City Manager, or his/her designee's, decision to the City Council. The Contractor shall appeal by notifying the City Clerk in writing within ten (10) calendar days of receipt of written notification from City of termination of the Agreement. In the event that termination of this Agreement is upheld by the City Council, any cessation of payment of delay claims, extended claims, Eichleay claims, or any other claims for delay shall be retroactive to the date of termination selected by the City Manager, or his/her designee.

10. COMPLIANCE WITH ALL LAWS:

CONTRACTOR hereby agrees that CONTRACTOR and its subcontractors, if any, in the performance of the work described, designated and shown upon the plans herein referred to, will comply with all federal, state, county and municipal laws, rules and regulations which may be applicable to the work herein contracted for, whether now in existence or hereafter adopted.

11. CONTRACT DOCUMENTS:

The complete contract between the parties hereto consists of this agreement and the following documents which are incorporated herein by this reference:

- a. Resolution No. 2018-351;
- b. CONTRACTOR submittal;
- c. RFP No. 1718-42 – UNIFORM AND LAUNDRY SERVICES;
- d. Insurance Certificates,

These documents include important legal requirements, procedures and restrictions and should be reviewed by CONTRACTOR. They are available for review during normal business hours in the Department of Finance, Purchasing Division). All documents specified above are intended to operate so

that any work called for in any one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents.

12. NOTICES:

Any notice, payment or instrument required or permitted by this Contract to be given or delivered to either party shall be deemed to have been received when personally delivered, or one calendar week following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

CONTRACTOR: Aramark Uniform Services
 1617 Jim Way
 Modesto, CA 95358

CITY: City of Modesto
 Purchasing Division
 P.O. Box 642
 Modesto, CA 95353

Each party may change its address for delivery of notice by delivering written notice of such change of address to the other party.

13. SIGNATOR(IES) FOR CONTRACTOR:

The undersigned signator(ies) for CONTRACTOR warrant(s) and represent(s) that he/she/they is/are legally competent to execute the contract and has/have full authority to execute this contract.

14. ASSIGNMENT:

Neither this agreement nor any portion thereof shall be subcontracted or assigned without the written consent of the CITY in each and every instance.

15. WAIVER:

The waiver by any party to this Agreement of a breach of any provision hereof shall be in writing and shall not operate or be construed as a waiver of any other or subsequent breach hereof unless specifically stated in writing.

16. HEADINGS NOT CONTROLLING:

Headings used in the Agreement are for reference purposes only and shall not be considered in construing this Agreement.

17. MISCELLANEOUS:

Time is of the essence in every provision of this contract.

18. ENTIRE AGREEMENT:.


This Agreement and its exhibits contain the entire understanding between CONTRACTOR and CITY. Additional or new terms contained in this Agreement which vary from CONTRACTOR'S proposal are controlling and are deemed accepted by CONTRACTOR by shipment of any article or other commencement of performance hereunder. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement. No future waiver or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by all the parties.

19. PARTIAL INVALIDITY:


If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the CITY OF MODESTO, a municipal corporation,
has authorized the execution of this Agreement in duplicate by its City Manager and attested by its City
Clerk under authority of Resolution No. 2018- 351, adopted by the Council of the City of Modesto
on the 14th-day of August, 2018 and Contractor has caused this
Agreement to be duly executed.

CITY OF MODESTO,
A municipal corporation

By: 
Joseph P. Lopez,
City Manager

ARAMARK UNIFORM SERVICES

By: 
(Signature)

By: Tony Salas / GM
(Signature)

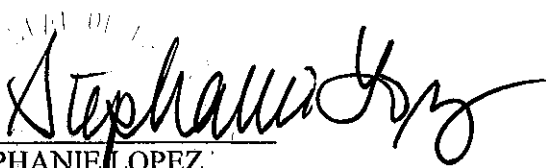
Date: 8/17/18

By: 
(Signature)

By: Gabriel Ortega DM
(Signature)

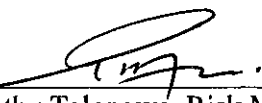
Date: 8/17/18

ATTEST:

By: 
STEPHANIE LOPEZ,
CITY Clerk

APPROVED AS TO FORM:
ADAM U. LINDGREN,
CITY Attorney

By: 
JOSE M. SANCHEZ, Assistant City Attorney

By: 
Cathy Talongwa, Risk Manager

Signature Requirements

Corporation:

1. Signature of two (2) officers
or
2. Signature of one (1) officer plus the
corporate seal.

Partnership:

Signature of one partner

Sole Proprietorship: Signature of proprietor

NOTE: The City of Stockton is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s). Please see attached flyer regarding PINS Advantage.

Exhibit 1:
Insurance Requirements for Aramark
(Uniform Laundering Services)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be endorsed as primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Waiver of Subrogation

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation** in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Contractor shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its declarations page(s) and endorsement page(s) for each of the required policies.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

Proper address for mailing certificates, endorsements and notices shall be:

City of Stockton
400 E Main Street, 3rd Floor – HR

REV 2017_07_01

Attn: City Risk Services
Stockton, CA 95202

EXHIBIT C

PRICE QUOTE

PUR 18-010 UNIFORMS RENTAL AND LAUNDRY SERVICE

 Provider
 Discount

Aramark

PRICING

0

Item Description	Aramark Item Code	Estimated Weekly Quantities	Weekly Rental Price	Weekly Total Pricing Extended	Replacement Cost
Coverall 100% Cotton	GO-0009	480	\$0.31	\$148.80	\$22.00
Coverall 65/35	GO-0011	331	\$0.31	\$102.61	\$22.00
Jacket 100% FR Cotton	GO-2663	18	\$2.00	\$36.00	\$65.00
Jacket Slash Pocket 65/35	GO-0218	284	\$0.25	\$71.00	\$20.00
Jacket Team 65/35	GO-0575	72	\$0.25	\$18.00	\$20.00
Lab Coat White Unisex	GO-1544	22	\$0.15	\$3.30	\$10.00
Pant Casual Pleated	GP-0151	25	\$0.15	\$3.75	\$10.00
Pant Cell Phone Pocket	GP-0564	198	\$0.22	\$43.56	\$15.00
Pant Western Denim Blue	GP-0294	2002	\$0.24	\$480.48	\$12.00
Pant Western Denim Blue FR	GP-0264	125	\$0.29	\$36.25	\$35.00
Pant Work Mens	GP-0002	252	\$0.13	\$32.76	\$8.00
Pant Work Womens	GP-1036	0	\$0.13	\$0.00	\$8.00
Shirt FR Blue or Khaki	GS-0652	146	\$0.29	\$42.34	\$25.00
Shirt Executive Mens	GS-0098-GS-0099	139	\$0.15	\$20.85	\$9.00
Shirt Executive Womens	GS-2156-GS-2157	0	\$0.15	\$0.00	\$9.00
Shirt polo Mens	GS-1724	274	\$0.15	\$41.10	\$10.00
Shirt polo Womens	GS-1957	274	\$0.15	\$41.10	\$10.00
Shirt Hi-Vis	GS-0896-GS0897	492	\$0.33	\$162.36	\$25.00
Shirt work cotton	GS-0048-GS-0049	1203	\$0.18	\$216.54	\$10.00
Shirt work blend Mens solid colors	GS-0007-GS-0019	522	\$0.12	\$62.64	\$8.00
Shirt work blend Womens solid colors	GS-2154-GS-2155	0	\$0.12	\$0.00	\$8.00
Shorts Men's	GP-0730	40	\$0.20	\$8.00	\$8.00
Shorts Women's	GP-1038	0	\$0.20	\$0.00	\$8.00
Vest men's		4	\$0.25	\$1.00	\$20.00
Bath Towel 22x44	TO-0032	150	\$0.16	\$24.00	\$1.00
Garment rolling rail		10	\$0.00	\$0.00	\$150.00
Garment storage locker		10	\$0.00	\$0.00	\$200.00
Glass towels	TO-0008	350	\$0.06	\$21.00	\$0.50
Seat Covers Tan	DO-0020	30	\$0.29	\$8.70	\$5.00
Locker soil		10	\$0.00	\$0.00	\$200.00
Mat 3x10 Steady Step	DM-1704	20	\$5.00	\$100.00	\$50.00
Mat 3x5	DM-0001	59	\$0.95	\$56.05	\$30.00
Mat Scraper or Antifatigue 3x5	DM-0025-DM-0196	15	\$0.95	\$14.25	\$30.00
Mat 4x6 Steady Step	DM-1704	37	\$4.00	\$148.00	\$40.00
Mat logo 4x6	DL-0600	1	\$3.00	\$3.00	\$125.00
Mat Scraper 4x6	DM-0025	1	\$1.95	\$1.95	\$40.00
Towel can		1	\$0.00	\$0.00	\$25.00
Towel shop 18x18	TS-0002	100	\$0.03	\$3.00	\$0.20
Dust Mops 36"	DP-0018	24	\$0.45	\$10.80	\$13.00
Total Estimated Weekly Cost:			\$23.56	\$1,963.19	\$1,306.70
Total Estimated Monthly Cost:			\$102.09	\$8,507.16	\$5,662.37
Total Estimated Annual Cost:			\$1,225.12	\$102,085.88	\$67,948.40
Total Estimated Annual Cost:		Discount	\$0.00	\$0.00	\$0.00
Total Estimated 2 year Cost:			\$2,450.24	\$204,171.76	\$135,896.80

MSR

City of

STOCKTON**UNIFORM SERVICE REQUEST****Date** _____

TO: _____

Employee _____

FROM: _____

Employee's Name (Print) _____

No. _____

Dept./Dev. Title _____

PART I TRANSACTION☐ Start Plan☐ Lost Garments☐ Incorrect Size☐ Change Plan☐ Damaged Garments☐ Other (Specify)☐ Terminate Plan☐ Garments Worn, Replace

Explanation: _____

PART II UNIFORM PLAN ORDERED

Number of Changes per Week: _____

Shirts _____

Pants _____

Coveralls _____

☐ Long Sleeve☐ Short Sleeve

Pay Period Employee Charge _____

Uniform Code _____

Date Ordered _____

I hereby authorize the City of Modesto to make the above deduction.

Employee's Signature_____
Supervisor's Signature_____
Laundry Signature**PART III UNIFORM PLAN RECEIVED/RETURNED**

Date of Uniform Plan Receipt/Return _____

I acknowledge the receipt of the above uniforms and accept the responsibility of this inventory upon termination of uniform plan.

Employee's Signature_____
Laundry Signature (for return of uniforms only)**PART IV TO BE COMPLETED BY SUPERVISORS**☐ Charge Employee \$ _____☐ Charge City \$ _____☐ No Charge_____
Supervisor's Signature_____
Laundry Signature**PART V DAMAGE/LOSS PAYMENT**

My signature acknowledges that my supervisor has brought to my attention a uniform problem and as a result a deduction will be made from my payroll check.

Employee's Signature