



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #083-2010**

THIS IS NOT AN ORDER

RETURN

TO: Jason Finke, CPPO, Senior Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: February 16, 2010
Buyer's Email: jfinke@springfieldmo.gov
Telephone Number: 417-864-1624
Fax Number: 417-864-1927
DUE DATE: March 2, 2010 by 3:00 P.M.

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON TUESDAY, MARCH 2, 2010**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

Uniform Rental and Related Services

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at:

www.springfieldmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
INVITATION FOR BID #083-2010
GENERAL TERMS AND CONDITIONS**

1. **INTRODUCTION:** The City of Springfield, MO is requesting bids from qualified suppliers to provide industrial style Rental Work Uniform Garments, Accessories, and Related Services and possible purchase.
2. Bidders shall submit their bid as follows: One (1) Original Copy (so marked) and seven (7) additional copies in a sealed container marked, "Invitation For Bid # 083-2010"; 3:00 pm, March 2, 2010.
3. Any and all questions concerning the bid shall be submitted in writing to the buyer, Jason Finke, by fax or email. If it is possible to provide the requested information, such information will be issued by written amendment to the Invitation for Bid issued by the Division of Purchases. The City shall not be responsible for any verbal instructions issued to the Bidder by any other City personnel.
4. **Schedule:** All questions must be submitted in writing at least seven (7) working days prior to the bid due date. Any resulting addendum will be issued at least three (3) working days prior to the bid due date and time.
5. **Prompt Payment Discount:** The Bidder shall indicate its prompt payment discount and net payment terms in the space provided. Terms shall be Net 30 Days unless the Bidder indicates otherwise. Terms requiring payment in less than fifteen days without discount are not acceptable.
6. **Purchasing Card Program:** The City has implemented a purchasing card program using the Visa network. Bidders may receive payment from the purchasing card in the same manner as other Visa purchases. Bidders should have the ability to accept Visa.

City departments will be encouraged to use purchasing cards to order from this annual contract. In the event the department does not use a purchasing card, a written purchase order will be issued.

7. **Quantities:** The quantities listed herein are estimates only and actual usage may be more or less.
8. **Samples and Pre-Award Demonstration:** Upon request and without charge to the City, the Bidder shall provide and demonstrate garments offered.
9. **Submittals:** Bidder should provide the following information with their bid:
 - 9.1 **Quality Control:** Bidders shall submit with their bid a full description of the quality control methods used in the rental/cleaning of employee uniforms. Also, the Bidder shall address the policy for replacement of individual employee uniforms, due to worn material, damage, etc. If the replacement is the result of damage caused by the employee, Bidder shall advise if there are any charges to the City for the replacement garments provided.
 - 9.2 **Seasonal Change:** Bidders shall submit with their bid the policy for seasonal change of clothing. Long sleeve shirts shall be provided at contract initiation unless otherwise requested. Winter months shall be from October 1st through April 30th.
 - 9.3 **Extreme sizing:** Bidders shall clarify any variables such as extreme sizing that may require special pricing and provide a price list for those items.
 - 9.4 **Major Repairs:** Bidders must provide and attach to their bid, an itemized and priced list of garment repairs beyond normal wear and tear that can be provided upon City request, as required, if required, during the contract term

- 9.5 **Staffing:** Provide a description of the staff and management that will be handling this account, including the name of your Project Service Manager and customer service contact person. List the number of personnel by job type, such as route service representative/driver, quality & customer service contacts, alterations/repairs, quality checkpoints, etc.
- 9.6 **Price Lists:** Bidder shall submit at a minimum seven (7) original, unaltered, manufacturer's price lists for items offered as a result of the bid. Additional items offered not specifically itemized herein shall be clearly marked with the discount off of price list provided so as to easily identify cost.
- 9.7 **Catalogs:** The bidder should supply at least nine (9) current catalogs with showing their general product line with their bid. If the bidder is awarded the contract, they shall supply catalogs directly to the departments as they are published at no cost. Specialty catalogs shall be supplied at no cost, upon request.

10. **Evaluation of Bids/Award Criteria:** Bids responsive to this Invitation For Bid shall be evaluated considering such factors as price, compliance with bid conditions and specifications, ease of placing an order, operating hours, delivery, capability and resources of the Bidder to accomplish the work and the approach to implementation of the work and other pertinent information which may have a bearing on Bidders capabilities to provide the required services.

11. The bid is a firm, irrevocable offer for acceptance within ninety (90) days after bid opening. **The Bidder is cautioned that its bid will become a binding contract if accepted by the City within the bid acceptance period.**
12. The City is not obligated for the expenditure of any funds whatsoever unless and until one or more purchase orders are issued by the Division of Purchases. Payment will be made to the Contractor only for the actual services or goods ordered and received.

**CITY OF SPRINGFIELD
INVITATION FOR BID #083-2010
SPECIFICATIONS**

1. **PURPOSE:** Provide the City of Springfield with Work Uniform Rental and/or Purchase of work uniforms with flexibility for participating Departments to select the style, accessories, and related service options that best meet their individual operational requirements.
2. **INTENT:** The Scope of Work is not intended to limit the products or services offered by the Contractor. The Contractor shall perform, as required, if required, all services described herein and/or all other services offered by the Contractor in its proposal and as accepted by the City.
3. **REQUIREMENTS:** The following chart shows the current departments utilizing uniform rental services and the approximate number of employees participating. Bidders are cautioned that quantities are subject to change at any time and actual quantities may be more or less.

3.1 Approximate current usage:

Uniform	Landfill	Sewer Maintenance	General Services	Northwest Wastewater Treatment Plant	Southwest Wastewater Treatment Plant	Solid Waste Recycling Centers	TOTAL
Participating Employees	11	12	32	3	3	6	67
Pant	11	12	26	3	3	6	61
Shirt LS	11	12	26	3	3	4	59
Shirt SS	4	12	2	1	3	2	24
Coverall	2	0	0	0	0	0	2
Jacket	0	0	*32	0	0	0	32
Insulated Overalls	0	0	6	0	0	0	6
Insulated Coveralls	0	0	7	0	0	0	7

*Of the 32 General Services employees who have jackets, 11 employees have two jackets each. 6 employees have only jackets, one each (no pants or shirts).

3.2 Address of Locations currently serviced:

- A. Landfill, North Hwy 13
- B. Sanitary Services/Sewer Maintenance, 1216 W Nichols
- C. Service Center, 1111 West Chestnut Expressway
- D. Northwest Wastewater Treatment Plant, 4801 N Hwy 13
- E. Southwest Wastewater Treatment Plant, 3301 S FF Hwy; Denim shirts and pants
- F. Solid Waste Recycling Centers: 3020 S Lone Pine, 731 N Franklin
- G. Airport, 2300 N Airport Blvd, Purchases only
- H. Parks Dept, 1923 N Weller, Purchases only

3.3 The Contractor shall not require any minimums regarding number of participating personnel for any department desiring to participate in the contract services.

3.4 The City anticipates follow-on participation by other departments at anytime during the contract term; and therefore, reserves the right to add or delete City Departments at the firm and fixed rates and charges established herein at anytime during the contract term subject to paragraph 3.5 below.

3.5 The City recognizes the initial financial investment by Contractors to establish new departmental accounts and will limit the participation by new accounts to not less than sixty (60) days prior to the end of the then current term unless an extension of the contract term has been previously formalized.

4. **SCOPE OF WORK:** The Contractor shall provide all materials, supplies, labor, loading, transporting, permits, insurance, technical assistance and any other items necessary to accomplish the work specified herein.

4.1 **Start-up:** The City will order garments and services on an as needed basis. The successful Contractor shall upon receipt of the Notice(s) to Proceed contact the participating department(s) to coordinate start of service.

4.1.1 **Demonstration:** Upon request and without charge to the City, the Contractor shall provide and demonstrate items; as required, if required; to assist the City departments in the selection of uniforms and related services.

4.1.2 **Garment Selection:** City management will identify from the selected catalog the specific items authorized for their employees. The City shall provide the Contractor a list of employees by name, garment selection, and services required. Requirements for each participating department may vary. All uniforms shall be new at the beginning of the initial contract period as well as when new employees are hired while the contract is in effect.

4.1.3 **Garment Fit:**

4.1.3.1 Contractor shall establish a system to ensure all garments ordered fit properly. Upon request by the City, Contractor shall provide on-site service to obtain a proper fit for any employee experiencing problems with measuring and proper fit of the garments. This includes hemming as necessary to obtain a good fit. These services shall be provided at no additional cost to the City.

4.1.3.2 Contractor shall respond to a request within two (2) working days to schedule a measure/fit session. Contractor shall conduct measurement/fitting within ten (10) working days of request.

4.1.3.3 Contractor shall inspect garments prior to delivery for loose threads and creases. If necessary, garments shall be pressed prior to delivery.

4.1.4 **Optional Internet-based catalog:** If Contractor offers an Internet-Based Catalog, it is mandatory that pricing is in a secure format and available to the City in an Intranet fashion. No custom software should be required to access the electronic catalog. Contractor shall also provide the capability to place orders using a Procurement Card (i.e. Visa). This does not preclude the City from utilizing standard hardcopy purchase orders to place orders.

Contractor shall train and set-up access for key City employees on the operation and use of the catalog. System shall be flexible and provide account and user controls including, but not limited to, dollar limit processing, size charts, how to measure guidelines, on-line ordering, order status, usage history by department and garment type, notification of price changes in accordance with the City of Springfield's terms and conditions, and order processing using a procurement card or standard hard copy purchase order.

- 4.1.5 **Price Lists:** Contractor shall furnish a minimum of seven (7) Price Lists to the Division of Purchasing for each item awarded prior to start of contract. This is only a minimum requirement of the number of price lists and is subject to increase according to the requirements of the departments. Price list requirements shall also apply to submittal of revised price lists.
- 4.2 **Service Options:** The City shall have the following options from which to select:
- 4.2.1 **Rental:** The City may rent individual uniform garments in quantities that meet the individual employees' needs at a flat weekly or monthly rate. ***There shall be no minimum by garment requirements.***
- 4.2.2 **Laundry Service:** The laundry service shall automatically be included in the rental rates. Cleaning shall be in accordance with modern standard practices and the state of the art. There shall be no mandatory garment collection for the laundry services. However, whether or not an individual employee participates in the laundry service portion is at the employee's discretion. Contractor shall be responsible for keeping track of all garments collected for laundry service ensuring their return within one-week cycle time. It remains the joint responsibility between departmental management and the Contractor to remedy any discrepancies. Each person's cleaned garment shall be secured together and identified to facilitate issuing of uniforms. Uniforms furnished under the approved contract shall be maintained in good repair and first class condition and shall be altered and/or replaced as required to maintain such appearance.
- 4.2.3 **Alteration and Tailoring:** All sizing, alteration, and tailoring required to fit initial issue uniforms including *affixing* employee name and departmental embroidered patches/emblems to the garments shall be automatic and included in the rental rates. Minor alterations throughout the contract term including tailoring due to normal sizing changes within the capacity of the garment shall be provided at no additional cost. If the garment cannot be physically altered and still meet serviceability requirements, the garment shall be replaced. New uniforms required due to size change shall be treated as a new account.
- 4.2.4 **Embroidered Patches:** The City departments shall provide information and artwork for patches. Any artwork developed for the City shall remain the property of the City. The Contractor shall subcontract and/or fabricate and affix stitched-on, both embroidered employee name and departmental/divisional name tags, as required, if required, both initially or anytime during the contract term at the firm fixed rates established in the proposal as accepted by the City.
- 4.2.5 **Purchase Option:** The City may purchase garments during the term of the contract at the fees listed in the Schedule of Prices. Prices shall be at the flat discount from current published price list/catalog as offered in the Schedule of Prices.
- 4.3 **Garment Repair:** Contractor **shall not make serviceability judgments for the City** especially in case of visual damage such as shredded fabric or un-removable stains that did not come from that garment's particular work application.
- 4.3.1 **City Responsibility:** The City Department shall notify the Contractor that the damage is repairable. If agreed that the repair is the responsibility of the City the department must authorize the repair in writing at an agreed upon repair charge based upon the nature and extent of repair for the Contractor to proceed and repair the garment. The City will provide to Contractor the following:
- 4.3.1.1 Access to each Service account site location during operational hours on scheduled service time/day including split or multiple shifts.

- 4.3.1.2 Staging areas for retrieval and delivery of serviced garments.
- 4.3.1.3 Contact name and telephone number for each City account for service matters.
- 4.3.1.4 Segregation and Tagging of garments that do not meet quality standards in either cleanliness or serviceability.

4.3.2 **Contractor Responsibility:** Garments to be cleaned shall be picked up and returned weekly. Any garment deemed to be unsatisfactorily cleaned shall be reworked at no additional charge to the City. Uniforms furnished under the approved contract shall be maintained in good repair and first class condition and shall be altered and/or replaced as required to maintain such appearance. Uniforms not in such condition at the time of delivery will not be accepted and will be removed from the invoice until replaced or altered to acceptable condition

The Contractor shall keep repairables separated from routine laundry service garments until the garment has been repaired and returned to service. Contractor shall replace the garment at no charge without further delay or notify the department of questionable damage.

4.4 **Garment Replacement:**

4.4.1 **City Responsibility:** Any garment that suffers non-repairable damage beyond normal wear and tear for the application shall be the responsibility of the City for replacement costs at appropriate depreciation rate set-forth herein.

4.4.2 **Contractor Responsibility:** The City requires that individual uniform garments be replaced at least once each per eighteen (18) month usage. Any garment determined by the City to be unserviceable prior to the 18 month period shall be replaced by the Contractor at no additional cost. Replacement shall be made within ten (10) days or less.

4.4.3 **Depreciation Schedule:** The following depreciated schedule shall apply to garments that must be replaced due to damage or loss that is attributable to the City:

Length of time after item is placed into service:	Depreciated Price:
0 - 6 months:	Full replacement cost listed on Cost Proposal Page
7 - 12 months:	Full replacement cost Less 20%
13 - 17 months:	Full replacement cost Less 50%
18 + months:	No charge

4.4.4 **Lost Garments:** The exact age of a lost garment cannot be tracked. Instead, the average age (in months) of remaining garments for that employee will be used to determine the age of the lost garment for purposes of this depreciation schedule.

4.5 **Service Management:** Contractor shall be responsible for establishing and maintaining during the entire term or any extension thereto the following:

4.5.1 **Service Site Locations:** Contractor and individual departments shall define all service collection/delivery site locations for each account.

4.5.2 **Service Schedules:** The Contractor shall coordinate specific time and day of the week for service that meets the City's overall operational needs.

- 4.5.2.1 **Garment Collection:** Contractor shall separate garments as necessary from exposure to contaminants such as tar, grease, or staining substances from other garments collected on the service route. Contractor shall be responsible for maintaining garment accountability.
- 4.5.2.2 **Garment Packaging:** The Contractor shall return *all* laundered garments as a single garment per hanger, batched together by employee name for each service location.
- 4.5.3 **Contacts:** The Contractor shall maintain and provide to the departments and the Division of Purchases a confidential list of Service representatives and key contacts with telephone/extension numbers. A general customer service line with voice-mail response is not acceptable.
- 4.6 **Quality Control:** Contractor shall provide to the City a quality control plan for approval. Contractor shall have adequate quality control procedures already in place to ensure the following:
 - 4.6.1 Availability of required garment types
 - 4.6.2 Quality of garments
 - 4.6.3 Alterations correctly made
 - 4.6.4 Properly fitting garments
 - 4.6.5 Clean and wrinkle free garments
 - 4.6.6 On-time deliveries
- 4.7 **Account Management:** Each participating department, division, and subdivision shall be treated as an independent primary service account and shall be billed separately. Payment shall be made thirty (30) days after the City has approved the invoice or after the City has accepted the goods, whichever occurs later.
 - 4.7.1 **Inventory:** The Contractor is responsible for inventory reconciliation and for tracking and managing each garment received to the weekly delivery tickets. Quarterly reports shall be submitted to the Division of Purchases.
 - 4.7.2 **Invoicing:** To expedite payment, Invoices shall be submitted in duplicate to the Accounts Payable section of the department and to the address, as noted on individual purchase orders. Each invoice shall provide a listing of charges by employee. Contractor shall not charge a City department for any service not previously authorized. The City will not pay surcharges, taxes, interest, or any other “special fees” not authorized.

Incorrect invoices will not be processed. The City will not pay interest fees on unresolved charges. The Contractor is responsible for inventory reconciliation and shall issue a corrected invoice within ten (10) days following verbal notification from the City of such error. Uniforms not in serviceable condition at the time of delivery will not be accepted and will be removed from the invoice until replaced or altered to acceptable condition.
 - 4.7.3 **Delivery tickets:** All delivery tickets must have a description of the commodity delivered. Delivery tickets and packing slips shall contain the same information as the invoice and be signed by the receiving employee.
 - 4.7.4 **Service Problems:** Service problems require immediate attention and resolution and shall be addressed within 24 hours and resolved within seven days
 - 4.7.5 **Inspections and Audits:** The City reserves all rights to review all payments made to the contractor and/or to any subcontractor supplying goods and/or services under this contract insofar as those

books and records relate to performance under the contract by auditing at a later date. Subject to such audit, any overpayments may be recovered from the Contractor.

4.8. **Additions and Deletions** No revisions, additions or deletion of authorized services shall be valid unless and until authorized by written change order issued by the Division of Purchases.

4.8.1 **New employees:** The City will attempt to keep from adding new employees within less than sixty (60) days prior to the end of the then current term, unless an extension of the contract has already been formalized by the Division of Purchases.

4.8.2 **Deletion of Employees:** The City may remove employees from participation in these services at any time during the contract term without penalty. The City is responsible for return of garments within the first weekly service cycle following removal of an employee from service. The City remains financially responsible for rental rates until the garment(s) are returned. All garments shall be co-inspected by the City and Contractor to determine financial responsibility for variances.

4.8.3 **Vacations/Leave of Absence:** The City may continue rental at the weekly rental fees during employee absence or they may suspend individual employee rental service if it is known that the employee may be absent longer than four (4) weeks.

4.8.4 **Mass Revisions:** The City shall provide sixty (60) days notice of any request for mass revision of services such as the termination of rental services by a department other than at the normal end of the contract term or for changing options.

5. **SPECIFICATIONS:** The apparent silence or omission of these specifications as to any detail or description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. All uniforms shall bear a sewn-in mill label showing the mill name and the fabric content. All uniforms shall be capable of withstanding industrial laundry care for not less than eighteen months.

5.1 **WORK SHIRTS, SOLID OR STRIPE: Solid or Stripe, Long or Short sleeve:** 65% polyester, 35% cotton, 4.25 oz, soil release fabric, lined collar and cuffs, fully cut with two piece yoke, button closure at neck, bartack stitched at all points of strain, two button thru pockets, available in a minimum of four (4) colors: grey, green, light blue, white and/or tan, Aramark Wearguard GS-0019 short sleeve or GS-0007 Long sleeve or equal.

5.2 **WORK PANTS:** 7 ¼ oz 65% polyester/35% cotton twill blend, fabric is lint and fade resistant, heavy duty brass ratcheting zipper, bar tacks at points of stress, two slack-style front pockets, and set-in hip pockets; Color: navy, black, and charcoal, Aramark Wearguard GP 0002 or equal.

5.3 **WORK PANTS, JEAN CUT,** 7.75 oz 65% polyester, 35% cotton twill, boot cut flare, 2 frontier style front pockets and 2 double needle stitched patch hip pockets, 2 colors: navy or charcoal; Aramark Wearguard GP 0007 or equal.

5.4. **DENIM JEANS:** 100% cotton; heavyweight 14 oz cotton denim, classic 5 pocket style, relaxed fit, double stitched seams, pre-washed; colors available: over-dyed black or blue denim, Aramark Wearguard GS 0294 or equal.

5.5 **DENIM SHIRTS:** Heavy duty 7 ½ oz pre-washed cotton denim, button down collar, 7 button placket, shoulder yoke, pleated back, chest pocket, Unisex sizes small up to 3 XL; Color: blue denim, Aramark Wearguard GS 0575 BLDM or equal.

- 5.6 **COVERALL:** 7 ½ oz, 65% polyester/35% cotton twill, safety stitched seams, six pockets plus rule pocket and one piece collar, generous cut with side vent openings and action back; two-way brass zipper, gripper at top and at neck, 5 colors: navy, blue, charcoal, green, and white, Aramark Wearguard GO-0011 or equal.
 - 5.7 **WORK JACKET:** 7 ½ oz 65% polyester/35% cotton twill, two-piece topstitched collar and adjustable cuffs, hip length jacket, Colors: navy or charcoal; Aramark Wearguard GO-0218 or equal.
 - 5.8 **PLEATED PANT,** 7.5 OZ, 65% polyester/35% cotton, brushed twill, slack style front pockets, set-in hip pocket, Colors: black, navy, tan or charcoal; Aramark Wearguard GP-0151 Men's or GP-0144 Women's or equal.
 - 5.9 **DRESS/EXECUTIVE SHIRT,** Dress/Executive Shirt, 4.25 to 4.5 oz, 60% combed cotton/40% polyester, seven button front placket, banded collar, box-pleated back, tailored sleeve placket and spade-style chest pocket; neck sizes from 14 1/2 to 19 ½; Colors, white, light blue or white w/blue stripes; Aramark GS-0099 Short sleeve or GS-0098 Long Sleeve or equal.
 - 5.10 **INSULATED COVERALL,** 10-oz. cotton duck or 7-oz. 65% polyester/35% cotton twill, both include 4-oz. polyester fiberfill insulation quilted to a nylon tricot lining. Seven pockets, two with direct access to trousers. Adjustable sleeve and pant cuffs. Two-way zipper and side leg zipper to knee. Aramark WEB-321 or equal.
 - 5.11 **INSULATED OVERALLS,** 10-oz. denim duck or 7-oz. 65% polyester/35% cotton twill both insulated with 4.5-oz. polyester fiberfill quilted to nylon lining and feature two zippered bib pockets and two side pants pockets. Cut with adjustable elastic shoulder straps. Aramark WEB-328
- 6. **PLANNING, TRAINING AND ASSISTANCE:** The Contractor shall provide experienced and trained route service and customer service personnel to assist the City's account management in the organization and training of City employees, as required, if required.
 - 7. Contractor shall comply with all city, county, state, and federal laws, rules, and regulations in the performance of this contract; including all license and permitting regulations of MoDot, FedDot, and OSHA.

**CITY OF SPRINGFIELD
INVITATION FOR BID #083-2010
CONTRACT CONDITIONS**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **TERM:** The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to four (4) additional one year terms upon written notice to the Contractor.
3. **ESCALATION/DE-ESCALATION:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

4. **PAYMENT:** The Contractor shall be paid semi-monthly, net 30, upon completion of work and acceptance of work by the City; and upon presentation of proper invoice. The City will pay only for work authorized and completed as such work is accepted by the City.
5. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
6. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
7. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
8. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times

during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

A. Workers' Compensation Employer's Liability	Statutory coverage per R.S.Mo. 287.010 et seq \$1,000,000.00
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B. Commercial General Liability Insurance, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

C. Automobile Liability Insurance covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Nine Thousand One Hundred Eighty Six (\$2,509,186.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Seventy Six Thousand Three Hundred Seventy Eight Dollars (\$376,378.00)** for any one person in a single accident or occurrence.

D. Subcontracts: In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.

E. Notice: The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.

9. **GENERAL INDEPENDENT CONTRACTOR CLAUSE:** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS:** It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
11. **NON-DISCRIMINATION:** The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
12. **LIABILITY AND INDEMNITY:**
- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
 - B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
 - C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.

13. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
14. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
15. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
16. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Invitation For Bid, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Invitation For Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation For Bid and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation For Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation For Bid shall govern.
17. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
18. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
19. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
20. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice.

In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

21. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.
22. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
23. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
24. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
25. **CONFLICT OF INTEREST – CONTRACTOR:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
26. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
27. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

28. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #083-2010**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below.

The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	REPLACEMENT COST	PURCHASE PRICE
1	35 ea	Work shirt, Long Sleeve, Solid color, 4.25 oz, two pockets, Aramark Wearguard GS-0007 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
2.	2 ea	Work shirt, Long Sleeve, Stripe , 4.25 oz, two pockets, Aramark Wearguard GS-0007 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
3	18 ea	Work shirt, Short Sleeve, Solid color or stripe, same as long sleeve, Aramark Wearguard GS-0019 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
4	2 ea	Work shirt, Short Sleeve, Stripe , same as long sleeve, Aramark Wearguard GS-0019 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	REPLACEMENT COST	PURCHASE PRICE
5	21 ea	Work (Pants) Trouser , 7.75 oz cotton twill blend, Aramark Wearguard GP 0002 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
6	7 ea	Work (Pants) Trouser, Jean cut work pant , 7.75 oz cotton twill, boot cut flare, Aramark Wearguard GP 0007 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
7	29 ea	Denim (Jean) Pants , 100% cotton, heavyweight 14 oz, 5 pocket styling, relaxed fit, Color: Black and Blue Denim; Aramark Wearguard GS 0294 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
8	20 ea	Denim Shirt , 7.5 oz cotton, prewashed, pleated back, Color: Blue Denim, Unisex sizes; Aramark Wearguard GS 0575 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
9	32 ea	Jacket , Light weight, 7.5 oz twill, hip length, Aramark Wearguard GO-0218 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
10	2 ea	Coveralls , 7.5 oz twill, solid color, Aramark Wearguard GO-0011 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	REPLACEMENT COST	PURCHASE PRICE
11	2 ea	Pleated Pant , 7.5 OZ, brushed twill, Aramark Wearguard GP-0151 <u>Men</u> MFG:_____ Style #_____	\$_____/wk \$_____/mo	\$_____/yr \$_____/yr	\$_____/ea	\$_____/ea
12	1 ea	Pleated Pant , 7.5 OZ, brushed twill, Aramark Wearguard, GP-0144 Women MFG:_____ Style #_____	\$_____/wk \$_____/mo	\$_____/yr \$_____/yr	\$_____/ea	\$_____/ea
13	2 ea	Dress/Executive Shirt , 4.25 to 4.5 oz, 60% combed cotton/40% polyester, seven button front placket, banded collar, box-pleated back, tailored sleeve placket and spade-style chest pocket; neck sizes from 14 1/2 to 19 1/2. 3 colors, white, light blue or white w/blue stripes; Aramark GS-0099 Short sleeve or GS-0098 Long Sleeve or equal: MFG:_____ Style #_____	\$_____/wk \$_____/mo	\$_____/yr \$_____/yr	\$_____/ea	\$_____/ea
14	3 ea	Special Cut Sizing: on any article of clothing ordered, price charged shall be no more than the specified percentage listed herein of the price charged for the standard sized garment: Special cut sizing includes Shirts 3XL or larger and pants 50" waistline or larger.	_____%			
15	100 ea	Embroidered Name Tags:	\$_____/ea	\$_____		
16	100 ea	Embroidered Department Name Tags	\$_____/ea	\$_____		
17	1 ea	Artwork Development	\$_____/ea			

ITEM	EST QTY	DESCRIPTION	UNIT PRICE	EXTENDED AMOUNT	REPLACEMENT COST	PURCHASE PRICE
18	2 ea	Work Shirt, 100% Cotton, long sleeve , solid color; wrinkle resistant finish, preshrunk, 6 oz cotton twill, lined collar and cuffs, 2 piece yoke, 2 button through hex-style pockets and pencil slot, 7 button front, snap at neck; Aramark GS-0448 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
19	2 ea	Work Shirt, 100% Cotton, short sleeve , solid color; wrinkle resistant finish, preshrunk, 6 oz cotton twill, lined collar and cuffs, 2 piece yoke, 2 button through hex-style pockets and pencil slot, 7 button front, snap at neck; Aramark GS-0449 or equal MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
20	7 ea	Insulated Coverall , 10-oz. cotton duck or 7-oz. 65% polyester/35% cotton twill, both include 4-oz. polyester fiberfill insulation quilted to a nylon tricot lining. Seven pockets, two with direct access to trousers. Adjustable sleeve and pant cuffs. Two-way zipper and side leg zipper to knee. Aramark WEB-321 or equal. MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
21	6 ea	Insulated Overalls , 10-oz. denim duck or 7-oz. 65% polyester/35% cotton twill both insulated with 4.5-oz. polyester fiberfill quilted to nylon lining and feature two zippered bib pockets and two side pants pockets. Cut with adjustable elastic shoulder straps. Aramark WEB-328 MFG: _____ Style # _____	\$ _____/wk \$ _____/mo	\$ _____/yr \$ _____/yr	\$ _____/ea	\$ _____/ea
22	1 Lot	Percentage discount for outright purchases. Specify the percentage discount offered to current catalog prices for outright purchases by the City.				_____ %

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Days

**Notice and Instructions to Bidders/Vendors
Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009**

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000. In order to comply with sections 285.525 through 285.550, City requires the following bid and contract documents:

- 1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009**, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:
 - a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
 - b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.
- 2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample***

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.**

Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Print Name: _____

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public

My commission expires: _____

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security – Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #083-2010**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #083-2010** FOR **UNIFORM RENTAL AND RELATED SERVICES** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN BELOW).

_____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____