



REQUEST FOR PROPOSALS

**UNIFORM RENTAL SERVICE
CITY OF CONCORD
RFP# 2458**

Contact:

Ryan LeClear
Purchasing Manager
704-920-5447
leclear@concordnc.gov

Correspondence and Remittance:

City of Concord
P. O. Box 308
Concord, NC 28026-0308

Location:

Alfred M Brown Operations Center
635 Alfred Brown Jr Court SW
Concord, NC 28026

REQUEST FOR PROPOSALS

UNIFORM RENTAL SERVICE
CITY OF CONCORD
RFP# 2458

The City of Concord is accepting proposals for Uniform Rental Service until **Friday, October 16th 2020, at 2:00 PM. All proposals received after this date and time will not be considered.**

The resulting service contract will be to furnish, deliver, pick up and launder uniform shirts, pants, jackets, mats, mops and towels for certain departments at the City of Concord.

The local government of the City of Concord does not discriminate administering any of its programs and activities. The City of Concord invites and encourages participation in this procurement process by minority-owned businesses, women-owned businesses and businesses owned by persons disabled.

All qualified proposals will be evaluated and acceptance made of the proposal judged by the City of Concord to constitute the best value offered for the purpose intended. Evaluation will include, but not necessarily be limited to, the bidder's qualifications, experience, past performance, financial standing and bid price.

The City of Concord reserves the right to accept or reject any or all proposals presented, and the right to waive any informalities or irregularities. Proposers should have no contact with elected officials or appointed officials. Any such contact will subject bidders to immediate disqualification. This document should include all the information needed by the proposer for a submittal.

Ryan LeClear
Purchasing Manager
635 Alfred Brown Jr Ct
Concord, NC 28026

**CITY OF CONCORD
CONCORD, NC**

**SPECIFIED TERMS AND CONDITIONS
FOR
UNIFORM RENTAL AGREEMENT**

SCOPE

This describes the terms and conditions to furnish, deliver, pick up and launder uniform shirts, pants, jackets, mats, mops and towels for certain departments at the City of Concord. New and unused uniforms shall be furnished to all employees at the beginning of the contract. New employees added to the service after the beginning of the contract shall also be furnished with new uniforms. New employees shall be treated under all terms and conditions of this contract without any additional set up charges.

It is the intent of the City of Concord to issue purchase orders for the bid items to cover the fiscal year(s) July 1, 2021 to June 30, 2024. This agreement shall be for the period of a three (3) year contract with up to three (3) – one (1) year extensions for the total contract. The City of Concord and the successful proposer must agree to continue before an extension option may be exercised. The successful proposer must agree to hold quoted prices for the first two years of the contract. This contract will be contingent upon the appropriation of funds by the City of Concord each fiscal year. The City of Concord reserves the right to extend, renew, or not to renew the contract.

BIDDER QUALIFICATIONS

Only proposals from companies established in the uniform rental business and qualified to handle accounts of this size will be considered. Prior to award, the City of Concord reserves the right to investigate a proposer's ability to fulfill the requirements of the contract.

Each proposer shall furnish with their bid a list of at least three (3) accounts of comparable size which they are now serving within this general area. They shall give the name of the company, the number of employees serviced and the name of an individual with the company who may be contacted for reference.

SAMPLES

If requested, each proposer shall be willing to provide samples of the shirts, pants, jackets, and other items listed in this bid that they propose to furnish. The shirt shall have a "logo" emblem

for purpose of illustration. Samples of items shall be furnished as stipulated herein, free of expense, and upon request will be returned at the proposer's expense. Request for the return of samples must be made within ten (10) days from the date in which they were delivered. Each individual sample must be labeled with proposer's name and item number.

PROPOSAL QUESTIONS

The City of Concord will assume no responsibility for oral instructions, suggestions, or interpretations. Any questions regarding this proposal and/or specifications shall be directed to Ryan LeClear / Purchasing Manager, P.O. Box 308, Concord, North Carolina 28026; Phone: 704-920-5447; or E-mail: leclear@concordnc.gov. Any materials change will be submitted to all proposers in a written addendum.

The City of Concord shall review all responses. The City of Concord may engage in discussions with any contractor. Discussions might be held with individual contractors to determine in greater detail the contractor's qualifications, to explore with the contractor the scope and nature of the required contractual services, to learn the contractor's proposed method of performance, and facilitate arriving at a contract that will be satisfactory to the City of Concord. The City of Concord may at its discretion require one or more contractors to make presentations to an evaluation committee.

SUBMISSION OF PROPOSALS

Proposals shall be submitted on the Form of Proposal attached hereto. Bidders should include with their proposal any information or descriptive literature which may aid in the evaluation of services offered. All Proposals must be returned by **2:00 PM., Friday, October 16th 2020**. Proposals must be clearly marked as indicated below and delivered to the following address:

Uniform Rental Services Proposal
RFP# 2458
Attn: Ryan LeClear
City of Concord
635 Alfred Brown Jr Ct
Concord, NC 28026

Proposals or any part thereof, received after this deadline will not be considered.

NUMBER OF UNIFORMS

Approximately three hundred (300) employees will be furnished uniforms. However, the City of Concord reserves the right to deviate from this approximate number as department personnel and work changes warrant during the contract period.

The winning bidder will be required to furnish eleven (11) short sleeve shirts, eleven (11) long sleeve shirts, eleven (11) pants and two (2) jackets for each employee.

DELIVERY

Uniforms shall be delivered on hangers, pressed, wrinkle free and ready to wear. Alternate methods of pressing or finish treatments may be utilized, with the prior approval of the City of Concord. Any uniform delivered otherwise will be rejected and no rental fee paid. To ensure a minimum of shortages, the awarded proposer will document the garments picked up and delivered each week. Upon delivery, all uniforms will be hung on racks provided by the supplier.

The delivery schedule is of vital importance and may be a governing factor in the awarding of the proposal. The awarded proposer will be required to be on site at the Alfred M. Brown Operations Center on the same day of the week, each week from 6:30 a.m. - 8:30 a.m. and subsequent locations after. All proposers should describe their procedures for delivery and pickup of uniforms and flat supplies to and from the various departments.

UNIFORM STYLES

INDUSTRIAL SOLID WORK SHIRT – Navy - Men’s & Women’s, Short and Long Sleeve with Logo and Name Emblem – White Emblem / Red Stitching

- Color retention • Soil release • Superior wicking
- Resists wrinkles • Button-close chest pockets
- Industrial laundry friendly

4.25 OZ. POPLIN, 65% POLYESTER / 35% COTTON

INDUSTRIAL STRIPE WORK SHIRT – Blue / White - Men’s & Women’s, Short and Long Sleeve with Logo and Name Emblem – White Emblem / Red Stitching

- Color retention • Soil release • Superior wicking
- Resists wrinkles • Button-close chest pockets
- Industrial laundry friendly

4.25 OZ. POPLIN, 65% POLYESTER / 35% COTTON

EXECUTIVE OXFORD DRESS SHIRT – Light Blue & French Blue - Men’s & Women’s, Short and Long Sleeve

- Easy care finish • Resists wrinkles
- Chest pocket • Button-down collar
- Industrial laundry friendly

4.7 OZ. YARN-DYED OXFORD, 60% COTTON / 40% POLYESTER

CORE POLO – Navy & Royal Blue - Men's & Women's, Short and Long Sleeve with Stitched Logo and Name – Red Stitching

- Color retention • Superior wicking
- Wrinkle & snag resistant
- Knit cuffs (long sleeve) • Comfortable tagless neck label
- Straight hem with side vents
- Industrial laundry friendly

4.5 OZ. MICRO-MESH, 100% POLYESTER

WRINKLE-RESISTANT COTTON

WORK SHIRT - Navy

- Easy-care finish • Resists wrinkles
- Button-close chest pockets
- Pencil stall
- Industrial laundry friendly

6.4 OZ. TWILL, 100% WRINKLE-RESISTANT COTTON

INDUSTRIAL CARGO PANT – Khaki – Men's & Women's

- Color retention • Softer hand
- Soil release • Easy fit
- Resists wrinkles & fading
- Cargo pockets with snap-close flaps
- Front & back pockets
- Industrial laundry friendly

7.5 OZ. TWILL, 65% POLYESTER / 35% COTTON

INDUSTRIAL PANT – Khaki & Navy - Men's & Women's

- Color retention • Softer hand • Soil release
- Resists wrinkles & fading • Traditional easy fit
- Front & back pockets • Industrial laundry friendly

7.5 OZ. TWILL, 65% POLYESTER / 35% COTTON

PLEATED TWILL PANT – Khaki - Men's & Women's

- Color retention
- Softer hand • Soil release
- Resists wrinkles & fading
- Relaxed fit • Double front pleats
- Front & back pockets
- Industrial laundry friendly

7.5 OZ. TWILL, 65% POLYESTER / 35% COTTON

WRINKLE-RESISTANT COTTON WORK PANT - Navy

- Resists wrinkles • Easy fit
- Front & back pockets

- Industrial laundry friendly
- 8.5 OZ. PRESHRUNK TWILL, 100% WRINKLE-RESISTANT COTTON

PLAIN FRONT SHORT – Navy - Men’s & Women’s

- Color retention • Softer hand • Soil release
 - Resists wrinkles & fading • Front & back pockets
 - 10" inseam • Industrial laundry friendly
- 8.5 OZ. TWILL, 100% WRINKLE-RESISTANT COTTON

SLASH POCKET JACKET - Navy

- Black quilted lining • Mid length
- Resists wrinkles
- Knit cuffs, collar and waistband
- Utility sleeve pocket
- Side pockets
- Industrial laundry friendly

7.25 OZ. TWILL

SHELL: 65% POLYESTER / 35% COTTON

LINING: 100% POLYESTER

INSULATION: 100% POLYESTER

LAB COAT – White - Men’s & Women’s

- Non-yellowing buttons • Lower pockets
 - Resists wrinkles • Side vent openings
 - Industrial laundry friendly
- 5 OZ. PERFORMANCE BLEND POPLIN, 80% POLYESTER / 20% COMBED COTTON

All uniforms shall be cut from well-proportioned patterns to insure proper and comfortable fit. All buttons shall be made of melamine or similar break resistant material. All grippers or snap fasteners shall be stainless steel and can be uncovered. All stitching shall be made with polyester core thread.

The awarded proposer must be able to provide customized/extended size clothing. Customized/extended size clothing may include such things as length of sleeve, length of shirt tails, smaller or larger pant and jacket sizes. Please identify in the proposal submission the size range of clothing items available as stock items.

All uniform shirts and pants shall be provided in both men’s cut and ladies cut styles.

MATS

Multiple building locations require entry mats. These mats are all rubber backed. Colors will vary by location. All colors will be manufactures standard colors. The selected proposer shall launder

and exchange weekly, mats identified at locations listed under delivery/ pickup points. Sizes and quantities are listed on price list.

MULTI-PURPOSE MICROFIBER CLEANING TOWELS 16" X 16"

The City of Concord Water Treatment Plants use reusable, launderable, eco-friendly, 80/20 polyester/polyamide 16" x 16" microfiber cleaning towels that are to be picked up, laundered, and returned weekly.

TERRY CLOTH TOWELS

The City of Concord Water Treatment Plants use durable and snag-resistant 100% cotton terry fabric towels to be picked up, laundered, and returned weekly.

BATH TOWELS

The City of Concord Water Treatment Plants use approximately 23" x 46" white bath towels to be picked up, laundered, and returned weekly.

DUST MOPS

The City of Concord Water Treatment Plants use lightweight 22" dry mops for floor cleaning and dust control that are to be picked up, laundered, and returned weekly.

SHOP TOWELS

The City of Concord Fleet Department rents standard red shop towels. Approximate quantity of 200 per week. These towels shall be laundered and exchanged weekly with clean replacements.

DELIVERY/PICK-UP POINTS

It is the responsibility of the successful vendor to have all orders separated by delivery location, color, size, and employee before delivery to each department/section as specified. If orders are delivered in any other manner the City of Concord reserves the right to refuse acceptance until orders are delivered as specified.

The Contractor shall deliver clean rental uniforms and pick up soiled uniforms once each week, on the day and time at locations agreed upon by the City of Concord and Contractor.

Pick-up and delivery locations/points may be changed, added or deleted as may be required by the City of Concord. Anticipated delivery locations are shown below:

Department	Location
Purchasing, Wastewater, Engineering, Transportation - Signs, Buildings and Grounds - Cemeteries, Transportation - Streets, Buildings and Grounds, Solid Waste, Water Resources, Stormwater (Uniforms and 20 Mats)	Brown Operations Center 635 Alfred Brown Jr Court SW Concord, NC 28025
Fleet (Uniforms, 4 Mats, 200 Shop Towels)	Brown Operations Center 635 Alfred Brown Jr Court SW Concord, NC 28025
Water Resources - Hillgrove WTP (Uniforms, 8 Mats, 3 Mops, 40 Microfiber Towels, 30 Bath Towels, 35 Terry Cloth Towels)	Hillgrove Water Treatment Plant 55 Palaside Dr. N.E. Concord, NC 28026
Water Resources - Coddle Creek WTP (Uniforms)	Coddle Creek Water Treatment Plant 6935 Davidson Hwy 73 Concord, NC 28026
Meter Reading (Uniforms and 5 Mats)	City Hall 35 Cabarrus Ave W Concord, NC 28025
Housing (Uniforms and 1 Mat)	Housing Department 283 Harold Goodman Ct Concord, NC 28026
Buildings and Grounds (Uniforms and 9 Mats)	Hartsell Recreation Center 60 Hartsell School Rd Concord, NC 28026
Transportation - Signals	Traffic Management Center

(Uniforms and 8 Mats)	880 Warren C. Coleman Blvd
	Concord, NC 28025

UNIFORM MARKINGS/LOGOS

Each uniform shirt and jacket shall have either embroidered or screen-printed logos. Logos will be “City of Concord” and department name. Some uniforms will have employee’s name embroidered or screen-printed on patches above shirt pockets. The uniform rental fee shall include all costs for complying with the above.

RENTAL UNIFORMS

All rental uniforms furnished at the beginning of the contract shall be new and unused. New employees added to the service after the beginning of the contract shall also be furnished with new uniforms. During the contract period, the awarded proposer shall inspect all soiled uniforms for rips, tears, lost or broken buttons, defective mechanical fasteners, etc., and necessary repairs shall be made before they are returned to the employee. **Where such repairs, as determined by the City of Concord, destroy or seriously impair the appearance of the uniform, the contractor shall replace the garment with a new or like-new garment, at no additional cost to the City of Concord.** Any uniform delivered otherwise will be rejected and no rental fee paid. Size changes will be made as needed at no additional cost to the City of Concord. The contractor should provide a suitable and convenient method to report needed uniform repairs and alterations. (i.e. card form to be placed on or attached to the returned garment)

Each garment is to be inspected during the cleaning and mending processes to ensure that the uniform will project a professional and businesslike image. Garments must be cleaned in a manner that is appropriate to remove all soils, dirt, grease and oils without damaging the material to the point of detracting from the appearance of the uniform. The awarded proposer will replace any garment showing holes or tears with a new or like-new garment. The awarded proposer will also replace any garments showing fraying around edging, seams, collars, pockets, or body with a new or like-new garment. Outside patches on mended garments are unacceptable.

Worn or damaged garments: The awarded proposer shall be responsible for replacing garments during the period of the contract when they become worn or damaged through normal use. Because of the public visibility of the uniforms, the City of Concord will require that all uniforms be maintained in a condition which promotes a positive image for the City. In the proposal, proposers

should address conditions which will result in replacement. Prior to contract signing, the awarded proposer and the City shall meet to set standards and responsibility for replacement.

Inspection:

Weekly maintenance includes repairs of all garments in order to meet City of Concord standards. Holes or tears will be replaced with new or like-new garments. Loose emblems will be re-sewn or replaced as needed. All repairs must be acceptable to the employee and to their supervisor. If a garment is patched, the patching material must be inside the garment and must not appear unsightly. **Repairs to clothing should be made within 7 days from the date of submitting the damaged clothing to the awarded proposer.**

RENTAL CHANGES

The awarded proposer's route representative shall be notified when any employee is discontinued and the employee's name shall immediately be deleted from the billing ticket and rental payments stopped. Uniform rental will be paid for an employee who is absent from work for two (2) weeks or less. When an employee is absent from work for more than two (2) weeks, the awarded proposer's route representative shall be notified and rental payments stopped.

When a new employee is to be provided with uniforms, the awarded proposer's route representative shall be notified and a complete set of new uniforms (name and "logo" emblems included) shall be provided within fourteen (14) calendar days. The City of Concord may add or delete employees and/or locations to this contract as requirements change.

LOST UNIFORMS

The City of Concord agrees to use all reasonable precautions to prevent the loss of the awarded proposer's uniforms, and will cooperate by returning those uniforms turned in by discontinued employees. However, the City of Concord will not be responsible for replacing any lost uniform that has been determined to be lost by the awarded proposer. Replacement clothing may be new or like-new clothing if acceptable by the City. The City of Concord will be responsible if clothing is determined to be lost by a city employee. The City will pay the fair market value of the lost clothing, taking into consideration the age of the clothing.

UNIFORM MEASUREMENTS

Upon being awarded the contract, the awarded proposer shall promptly arrange to measure all designated employees who are to be furnished uniforms. The awarded proposer shall provide qualified personnel to take measurements, and will insure that all designated employees are

measured. The awarded proposer shall have all uniforms and other items ready to start service on July 1, 2021 for all departments.

AWARDED PROPOSER'S LICENSE

All pertinent state and local licenses will be required.

STANDARD FORM CONTRACT REQUIREMENT

The awarded proposer shall execute a contract that contains the following language:

Failure to register the agent of the corporation or other business entity, if any, with the N.C. Secretary of State or voluntary, judicial or administrative dissolution of the corporation or other business entity shall automatically terminate this contract or agreement unless the awarded proposer or contractor notifies the City of Concord in writing within 72 hours of the dissolution or failure to register the agent and makes arrangements and/or guarantees that are satisfactory to the City Manager, City Purchasing Manager and City Attorney that the awarded proposer can successfully fulfill its obligations under the contract or agreement.

Attached to this Request for Proposal is the Standard Form Contract that the City of Concord will require from the successfully awarded bidder to execute. A contract will not be entered into unless both parties execute this document.

INSURANCE

- a. Refer to Section 7 of Standard Form Contract for Insurance Requirements.
- b. Certificate of Insurance

Each proposer shall furnish the City a certificate of insurance showing that the required workmen's compensation and public liability insurance are carried by the proposer. The certificate of insurance should show that it is issued to or at the request of the City of Concord, North Carolina. All insurance carriers shall be licensed to do business in North Carolina or approved to issue insurance coverage by the Commissioner of Insurance of North Carolina. The City of Concord should be named as an additional insured on all policies.

The certificate of insurance shall include substantially the following provision: The insurance policies to which this certificate refers shall not be altered or canceled until after thirty (30) days' written notice of such cancellation or alteration has been sent by certified mail to the City of

Concord, Attn: Pat McDonough Human Resources Department, P.O. Box 308, Concord, N.C. 28026.

- c. The City of Concord reserves the right to reject any carrier of insurance shown in the certificate of insurance by the proposer on the grounds of poor claim service or financial responsibility.

BUSINESS LICENSE REQUIREMENT

All proposers should be in compliance with the City of Concord privilege license tax ordinance and award of bid shall be contingent upon receipt of copy of license.

SAFETY

The awarded proposer shall be familiar and in complete compliance with OSHA, NESC, and NFPA-70E standards, requirements and regulations.

AFFIRMATIVE ACTION

The awarded proposer shall take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

PERFORMANCE AND DEFAULT

If the awarded proposer fails to satisfactorily provide the uniform, mat, mop, and towel rental service in accordance with these Terms and Conditions, the City of Concord may cancel the contract upon sixty (60) days written notice. The City of Concord may then seek to procure the same service from the next best qualified proposer for this contract. The awarded proposer shall be held responsible for any excess cost and must incur liability of excess cost.

MANUFACTURER'S NAMES

Any manufacturer's names, trade names, brand names, information and/or catalog numbers used are for purpose(s) of description and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered.

ADVERTISING

In submitting this proposal, proposer agrees not to use the results thereof as a part of any commercial advertising without prior approval of the City of Concord.

INDEMNIFICATION

To the fullest extent permitted by law, the awarded proposer shall indemnify and hold harmless the City, its agents, officers, directors, consultants and employees of the City, from and against all claims, damages, losses and expenses including, but not limited to, attorneys' fees, arising out of or resulting from the performance or failure of performance of the awarded proposer, provided that any such claim, damage, loss of expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the awarded proposer and/or the awarded proposer's sub-contractors. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this agreement.

BILLING AND PAYMENT PROCEDURE

Billing tickets for pick-up and delivery of uniforms shall be **signed** by designated employees of the City of Concord and one (1) copy retained by the Department. The City of Concord will only pay invoices **signed** by a designated employee attesting that uniforms were delivered. In the event the one (1) copy retained by the Department is lost; the awarded proposer must provide a **signed** copy to the City of Concord in order for payment to be processed.

Billing ticket information shall include the following:

1. Total rental
2. Tax
3. Grand total
4. Names of employees receiving uniforms
5. Environmental charges (if applicable)

The awarded proposer shall furnish the City of Concord a separate monthly statement for each Department for uniform rental service. The statement shall itemize the rental, tax and total from each weekly billing ticket and show the total rental, tax and grand total for the month. Terms of payment shall be net, 30 days.

AWARD OF CONTRACT

The contract, if awarded, will be awarded taking into consideration:

1. Price – 20pts
2. References – 20pts
3. Conformity to Requested Specifications – 30pts
4. Evaluation of samples, if requested – 10pts
5. Past Performance – 20pts

The City of Concord will award a contract to the proposer who provides the best combination of service and price. **The award of the contract will not be based solely on the lowest price.** The City reserves the right to reject any or all bids, waive technicalities, and to be the sole judge of suitability of the product for the use by the City for intended purposes.

QUALIFIED VENDOR

A “Qualified Vendor” is defined for this purpose as one who meets, or by the date of proposal acceptance can meet, all requirements for licensing, insurance and service contained within these specifications.

AWARDED PROPOSER’S LICENSE

All proposers must have proper license under the State law governing their respective trade.

CANCELLATION OF CONTRACT

The City of Concord may terminate any contract awarded as a result of this request for proposal at any time after its commencement for cause. The City of Concord reserves the right to cancel any contract awarded pursuant to this request for proposal without penalty for: lack of appropriated funds; rental rate increase requests which are deemed to be excessive; non-performance or default by the awarded proposer; or any other reason which may be considered to be in direct conflict to the best interest of the City of Concord.

Notice to terminate will be transmitted by the City of Concord to the awarded proposer in writing at least sixty (60) days prior to termination date for all reasons other than non-performance or default. If termination is due to non-performance or default, the notice of intent to cancel will be provided to awarded proposer in writing at least fifteen (15) days prior to termination date.

Bid Proposal

City of Concord
P.O. Box 308
Concord, NC 28026

The undersigned, as bidder, hereby declares the proposal is made without connection with any other person, company, or parties making a similar bid or proposal, and that it is in all respects fair and in good faith without collusion or fraud. The bidder has carefully examined the annexed form of the specifications and instructions to the bidder and hereby declares that they will furnish the material called for in a manner prescribed in the specifications and instructions to bidders for the pricing included.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

PRINTED NAME AND TITLE _____

FEDERAL ID # _____

TELEPHONE # _____

Note:

This signature page must be signed for your bid to be valid.

QUESTIONNAIRE

1. What is the delivery time for add on personnel clothing? _____
2. Will add on personnel be issued new clothing? _____
3. When are rental clothes eligible for replacement? _____
4. Are there charges for rental replacements due to normal wear and tear? _____
5. Are there charges for rental size change requests? _____
6. Are there charges for rental clothing repairs or alterations? _____
7. What is the delivery time for repairs and alterations? _____
8. Are there any additional charges for delivery? _____
9. Are there any additional environmental fees? _____
10. Are there any additional charges for preparation or setup? _____
11. Are there any additional charges for emblems or logos? _____
12. Can deliveries be made to the Brown Operations Center from 6:30am – 8:30am on the same day every week and subsequent locations directly after? _____
13. What additional charges could be applied to an invoice? _____

BIDDERS' QUALIFICATIONS

(In Accordance with Item "CONTRACTOR'S QUALIFICATIONS" Of Specified Terms and Conditions)

Bidder must demonstrate that it has a successful record of experience in the type of service specified. Otherwise, the proposal may not be considered.

The Request for Proposals is for a uniform, mat, mop and towel rental service agreement. Therefore, list below three (3) accounts of comparable size that you are now serving within this general area.

CLIENT	NO. EMPLOYEES SERVED	PERSON TO CONTACT	PHONE NUMBER

STANDARD FORM CONTRACT (Example)

This contract (this "Contract" or this "Agreement") is made and entered into as of the ____ day of _____, 20____, by the City of CONCORD ("City") and _____ ("Contractor"), () a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Sec. 1. Background and Purpose.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on _____2___ and end at _____2___. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise,
	<input type="checkbox"/> \$2,000,000

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be

named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The City shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704)

To the Contractor:

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) **Choice of Law and Forum.** This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) **Assignment, Successors and Assigns.** Without the City’s written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City’s defenses and shall be liable for all of the Contractor’s duties that arise out of this contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) **Compliance with Law.** In performing all of the Work, the Contractor shall comply with all applicable law.

(g) **City Policy.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN

TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST:

City Clerk

BY: _____
Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and _____
dated _____ 2_____.

Scope of Services:

Fee for Scope of Services:

The fee for services shall not exceed _____ and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Fees for _____ staff time shall be based on the rate schedule provided below. Invoices shall be directed to: City of Concord Attention: _____, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; _____ will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, _____ (the individual signing below), being duly authorized by and on behalf of _____ (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____.
 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.
- This ____ day of _____, 20__.

Signature of Affiant
Print or Type Name: _____

State of North Carolina County of Cabarrus
Signed and sworn to (or affirmed) before me, this the _____
day of _____, 20__.
My Commission Expires:

Notary Public

|||
(Affix Official/Notarial Seal)
|||

EXHIBIT "C"

TAX FORM(S)

EXHIBIT "D"

CERTIFICATE OF INSURANCE