

1 AGREEMENT

2 **34871**

3 THIS AGREEMENT is made and entered, in duplicate, as of December 18,
4 2017 for reference purposes only, pursuant to Resolution No. RES-17-0146 adopted by
5 the City Council of the City of Long Beach at its meeting on December 12, 2017, by and
6 between PRUDENTIAL OVERALL SUPPLY, a California corporation ("Contractor"), whose
7 address is 1661 Alton Parkway, Irvine, California 92606, and the CITY OF LONG BEACH
8 ("City"), a municipal corporation.

9 WHEREAS, Section 1802 of the Long Beach City Charter permits the City to
10 make purchases under the purchasing contracts of other governmental agencies when
11 authorized to do so by a resolution; and

12 WHEREAS, the City desires uniform rental services, floor mats, mops and
13 related services; and

14 WHEREAS, the City of Tucson, Arizona has a contract for uniform rental
15 services, floor mats, mops and related services, Contract No. 171695 ("Tucson Contract");
16 and

17 WHEREAS, Resolution No. RES-17-0146 authorizes the City to purchase
18 uniform rental services, floor mats, mops and related services by virtue of the Tucson
19 Contract;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
21 conditions in this Agreement, the parties agree as follows:

22 1. The Tucson Contract with Contractor, attached hereto as Exhibit "A",
23 is incorporated by this reference as if fully set forth, and the same terms and conditions
24 contained in the Tucson Contract shall be applicable here except as follows:

25 A. Wherever the Tucson Contract refers to the City of Tucson,
26 Arizona, it shall be deemed to refer to the City of Long Beach;

27 B. Contractor shall sell, furnish and deliver to the City uniform
28 rental services, floor mats, mops and related services of substantially the same type

1 and kind purchased under the Tucson Contract, as modified by Exhibit "B" attached
2 hereto and incorporated by this reference, in an annual amount not to exceed Four
3 Hundred Ninety Thousand Six Hundred Dollars (490,600), including tax and fees.
4 To the extent that the Tucson Contract and this Agreement are inconsistent, the
5 following priority shall govern: (1) this Agreement and (2) the Tucson Contract.

6 C. Payment for the uniform rental services, floor mats, mops and
7 related services purchased from Contractor by the City shall be made by the City on
8 delivery to and acceptance of the refuse and recycling containers by the City and
9 submittal of an invoice to the City. Payment is due thirty (30) days after the date of
10 the invoice.

11 D. The term of this Agreement shall commence at midnight on
12 February 1, 2018, and shall terminate at 11:59 p.m. on January 31, 2019. The
13 parties have the option to renew this Agreement for four (4) additional one-year
14 periods, at the discretion of the City Manager

15 E. All warranties shall accrue to the City of Long Beach.

16 2. Neither this Agreement nor any money that becomes due to
17 Contractor under this Agreement may be assigned by Contractor without the prior written
18 consent of the City Manager or his designee.

19 3. Any notice given under this Agreement shall be in writing and
20 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
21 delivered or mailed to Contractor at the relevant address first stated above, and to the City
22 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
23 shall be deemed given three days after deposit in the mail.

24 4. The terms appearing on the Tucson Contract are incorporated in this
25 Agreement.

26 5. Contractor shall cooperate with the City in all matters relating to self-
27 accrual of use tax. Contractor shall contact the City Treasurer for additional information
28 regarding self-accrual.

6. This Agreement and all documents which are incorporated by reference in this Agreement constitute the entire understanding between the parties and supersede all other agreements, oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PRUDENTIAL OVERALL SUPPLY, a
California corporation

DECEMBER 27, 2017

By [Signature]
Name JOHN THOMPSON
Title SR VP & CFO

DECEMBER 27, 2017

By [Signature]
Name JANA COMER
Title VP OF FINANCE

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

11/4/18, 2017

By [Signature]
City Manager

"City"

This Agreement is approved as to form on 12/29, 2017.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

CITY OF TUCSON

Contract 171695

for

Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

with

Prudential Overall Supply.

Effective: October 6, 2017

The following documents comprise the executed contract between the City of Tucson and Prudential Overall Supply, effective October 6, 2017:

- I. City of Tucson Contract #171695
- II. Prudential's Response to Intent to Negotiate
- III. City's Intent to Negotiate
- IV. Prudential's Response to Clarification
- V. City's Request Clarification
- VI. Prudential's Response to RFP#171695
- VII. RFP#171695

Contract #171695

Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services

Prudential Overall Supply

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3. Prudential's Response to Clarification
4. City's Request Clarification
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6. RFP# 171695

1. Prudential's Response to Intent to Negotiate

Jenn Myers - RE: RE: RE: City of Tucson, RFP # 171695

From: Sam Ross <SamR@POS-CLEAN.COM>
To: Jenn Myers <Jenn.Myers@tucsonaz.gov>
Date: 9/13/2017 8:16 AM
Subject: RE: RE: RE: City of Tucson, RFP # 171695
Cc: "christine.dorantes@nationalipa.org" <christine.dorantes@nationalipa.org>

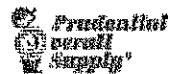
Hello Jenn,

Yes, Prudential can comply with National IPA clarification of #4 and welcomes National IPA involvement in the training and communications to ensure consistent messaging.

Best regards,

Samuel A. Ross

Samuel A. Ross | Senior National Account Executive | Prudential Overall Supply
1661 Alton Parkway | Irvine, CA 92606
SamR@pos-clean.com | www.pos-clean.com | tel: 800.346.3421 x212 | Direct: 949.237.0895



Follow us on [Facebook](#), [Twitter](#) and [LinkedIn](#)

From: Jenn Myers [Jenn.Myers@tucsonaz.gov]
Sent: Wednesday, September 13, 2017 7:50 AM
To: Sam Ross <SamR@POS-CLEAN.COM>
Cc: christine.dorantes@nationalipa.org
Subject: Fwd: RE: RE: City of Tucson, RFP # 171695

Good morning Sam,

Can you please confirm that Prudential will comply with the below?

Thank you,
Jenn

Jenn Myers

Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor

Tucson, AZ 85726

520-837-4137

520-791-4735 Fax

>>> Christine Dorantes <christine.dorantes@nationalipa.org> 9/6/2017 12:13 PM >>>

National IPA is in agreement with Prudential Clarification #1, #2, #3, #5 and #6 in the response document letter date 8/31/17.

However, in regards to Prudential Clarification #4 National IPA requests the following to be part of Prudential's understanding of the marketing commitment: *"National IPA must be involved in the "training" and communications in order to ensure consistent messaging."*

Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

KAM accounts are evaluated monthly for growth. KAMs work with Prudential's national accounts team to target National IPA opportunities, and work together to gain these opportunities. Prudential has demonstrated that it has successfully grown the National IPA account through the first Agreement period. Prudential is committed to this growth trajectory through the next Agreement period. These results are measured and reported to National IPA.

Additionally, Prudential's national account team will work with the expanded national service territory through Apparel Services Network (ASN). ASN now has 18 member companies that serve more than 86% of the top 50 metropolitan markets in the U.S. The National IPA Agreement is a vehicle for ASN member companies to offer the ASN Agreement to their prospective and existing customers.

The new Agreement will be rolled out to all ASN member companies through an established training program. Prudential's national account team will include ASN member company sales targets as part of the monthly KAM review process that will focus on measurements and accountability to grow National IPA sales.

For Example: Prudential's Key Account Manager will roll out a promotional plan to promote the Master Agreement with all ASN members to include but not limited to:

- A webinar with all ASN members to promote and explain the Master Agreement.
- Introduction of National IPA BDM's to all 18 ASN Members.
- Training for all ASN members managers, sales people and staff.
- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.



CLEAN GREEN
THE CHOICE

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed.

If you have received this email in error, please notify the system manager.

Please note that any views or opinions presented in this email are solely those of the author and do not necessarily represent those of Prudential Overall Supply. Finally, the recipient should check this email and any attachments for the presence of viruses. Prudential Overall

Supply accepts no liability for any damage caused by any virus transmitted by this email.



August 31, 2017

Jenn Meyers
Senior Contract Officer
255 W. Alameda
Tucson, AZ 85726

Subject: Request For Proposal No. 171695 – Rental of Uniforms, Floor Mats, Mops and Towels and Related Services-Intent To Negotiate

Dear Mrs. Meyers,

Please see Prudential Overall Supply clarification to Tab D Response to Specifications National IPA clarification of Attachment B: National IPA Exhibit A and B.

Clarification #1. Prudential agrees that the public agency and Prudential Overall Supply will agree on the terms and conditions of the agreement.

Clarification #2.

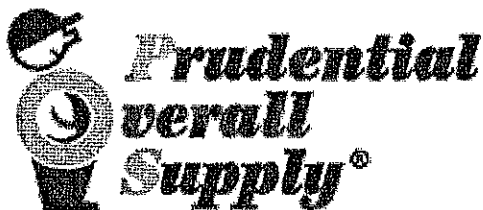
Prudential will pay National IPA 2.5% multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Clarification #3.

- If Prudential have current agreements in place that are not a part of the National IPA master agreement. The current agreements will be not eligible to join the National IPA master agreement until that agreement expires. At such time Prudential will encourage customers to join the National IPA agreement.
- Prudential does not wish to make any changes to the Administration Agreement. Prudential will pay National IPA the 2.5% as stated in clarification #2 above for all contracted business through the National IPA Master Agreement.



CLEAN GREEN
TMA SERVICE



Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

KAM accounts are evaluated monthly for growth. KAMs work with Prudential's national accounts team to target National IPA opportunities, and work together to gain these opportunities. Prudential has demonstrated that it has successfully grown the National IPA account through the first Agreement period. Prudential is committed to this growth trajectory through the next Agreement period. These results are measured and reported to National IPA.

Additionally, Prudential's national account team will work with the expanded national service territory through Apparel Services Network (ASN). ASN now has 18 member companies that serve more than 86% of the top 50 metropolitan markets in the U.S. The National IPA Agreement is a vehicle for ASN member companies to offer the ASN Agreement to their prospective and existing customers.

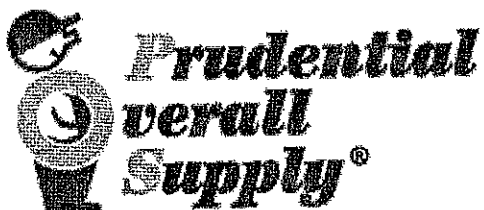
The new Agreement will be rolled out to all ASN member companies through an established training program. Prudential's national account team will include ASN member company sales targets as part of the monthly KAM review process that will focus on measurements and accountability to grow National IPA sales.

For Example: Prudential's Key Account Manager will roll out a promotional plan to promote the Master Agreement with all ASN members to include but not limited to:

- A webinar with all ASN members to promote and explain the Master Agreement.
- Introduction of National IPA BDM's to all 18 ASN Members.
- Training for all ASN members managers, sales people and staff.
- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.



CLEAN GREEN
UNIFORMS



Clarification #5. Prudential can comply with Exhibit B.

Clarification #6. Prudential will do monthly reporting. No. Prudential is not looking to propose a different reporting method.

Best regards,

Samuel A. Ross

Samuel A. Ross
Senior National Account Executive



A map of Mexico with various company logos and names placed over different regions, representing a distribution network. The logos include: HUEBSON, GLOBE CLINIC, Pielupa, MAX I. WALKER, ACE IMAGEWEAR, CLEAN, STEX, ACE, DORISIC, American Women, LUKE & UNIFORM, and Prudential Overall Supply. The map shows major cities like Mexico City, Guadalajara, Monterrey, and various states like Baja California, Jalisco, and Nuevo Laredo.

PRUDENTIAL AND ITS ASN MEMBERS SERVICES 86% OF THE
TOP 50 METROPOLITAN CITIES IN THE UNITED STATES

2. City's Intent to Negotiate

Jenn Myers - Fwd: RE: RE: City of Tucson, RFP # 171695

From: Jenn Myers
To: Sam Ross
Date: 9/13/2017 7:50 AM
Subject: Fwd: RE: RE: City of Tucson, RFP # 171695
Cc: Christine Dorantes

Good morning Sam,

Can you please confirm that Prudential will comply with the below?

Thank you,
Jenn

Jenn Myers

Senior Contract Officer
Department of Procurement
255 W Alameda, 6th Floor
Tucson, AZ 85726
520-837-4137
520-791-4735 Fax

>>> Christine Dorantes <christine.dorantes@nationalipa.org> 9/6/2017 12:13 PM >>>

National IPA is in agreement with Prudential Clarification #1, #2, #3, #5 and #6 in the response document letter date 8/31/17.

However, in regards to Prudential Clarification #4 National IPA requests the following to be part of Prudential's understanding of the marketing commitment: *"National IPA must be involved in the "training" and communications in order to ensure consistent messaging."*

Clarification #4. National IPA will be managed through Prudential's Key Account Management program. The KAM program for National IPA is focused on growing Prudential's business through the National IPA preferred Agreement by retaining existing National IPA customers and growing new National IPA customers.

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- Continuous training of the Master Agreement at ASN quarterly meetings.
- Prudential will conduct marketing campaigns nationwide to promote the Master Agreement with all ASN members included.
- Prudential's National Accounts team will spearhead the Master Agreement nationwide and work with Prudential's ASN members as well as Prudential team members to promote the contract nationwide.
- Please see Prudential Overall Supply ASN Member & National Coverage Area attached.



August 25, 2017



CITY OF TUCSON

DEPARTMENT OF
PROCUREMENT

Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704
SamR@POS-Clean.com

Sent via electronic mail, this day

**Subject: RFP# 171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services ---
Intent to Negotiate**

Dear Mr. Ross:

The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. In accordance to your response to the City of Tucson, Tab D "Response to Specifications National IPA" National IPA request clarification to the following: *Attachment B: National IPA Exhibit A and B*

Exhibit A

Prudential 1.1 – Scope of National Contract:

- (1.1) Scope of National Contract

As exhibit C states that either party can terminate after 30 days and any such fees that are owed to supplier are to be paid in full, if Public agency wants to cancel for any reason there will be a buyback to supplier to cover the initial investment of said account.

Clarification: – Exhibit C *Master Intergovernmental Cooperative Purchasing Agreement, Example* is strictly informational. The public agency and Prudential will agree to Terms and Conditions of termination.

2. Prudential 1.2, M.) and Exhibit B, 10.):

National IPA Response For National Cooperative Contract

- (1.2) Prudential welcomes National IPA help in marketing the Master Agreement.
Prudential welcomes literature for its sales team in regards to the National IPA Master Agreement. When soliciting accounts Prudential will solicit new customers that are a part of the Master Agreement. Prudential will encourage existing customers upon their expiration to convert to the National IPA program.
Prudential will offer 2.5% to flat fee to National IPA throughout the life of the Master Agreement.

M.) Prudential can offer 2.5% of contract sales to National IPA throughout the life of the Master Agreement.

10.) Prudential will offer National IPA 2.5% throughout the life of the Master Agreement.

Clarification: There are conflicting responses to the administration fee (see above). Elaborate further on your response to the administration fee and include alternative language or redline(s) in Exhibit B.

ADMINISTRATION • DESIGN AND CONSTRUCTION SERVICES • GOODS AND SERVICES
MAIL SERVICES • S.A.M.M. (SURPLUS AUCTION MATERIALS MANAGEMENT)
CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210
(520) 791-4217 • FAX (520) 791-4735 • TTY (520) 791-2639
www.tucsonprocurement.com

3. Prudential A 2.0:

Exhibit A 2.0

(1.) Master agreement has received support of executive management team (2.) Will be utilized for all existing National IPA members, and marketed to all agencies. (3.) Existing customers will not be transitioned to Master Agreement until their contract has expired. At that time piggy backing is then allowed. In our industry current contracts can't be interrupted because there is a certain value that must be recouped called and ROI. (4.) Prudential Overall Supply reserves the right to make some changes to the Administration Agreement. Prudential agrees to offer the Master Agreement to agencies that are in our coverage area that aren't existing customers with valid agreements with Prudential Overall Supply. Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area. Prudential will identify an executive corporate sponsor and will assign a KAM(Key Account Manager) to oversee the Master Agreement.

Clarification:

- Clarify the statement as it regards to the Master Agreement and current contract expiration.
- Indicate the changes Prudential wishes to make to the Administration Agreement. Also, what is meant by the statement, "*Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area.*"

4. Prudential Exhibit Supplier Qualifications 3.0, B.) and Distribution, Logistics 3.2:

B.) The number of locations is 30 locations. The number of sales people is 80. Please see ~~ASN~~ total network coverage attached.

B.) Prudential's ~~ASN~~ network and affiliate members gives Prudential nationwide coverage. Through Prudential's ~~ASN~~ network there is one sole agreement that all affiliates abide by. This ensures that standardization is guaranteed nationwide. Prudential is the founding member of the ASN Network. Through acquisition Prudential continues to grow its foot print throughout the country. Prudential acquired Coyne Textile along the eastern seaboard in January 2016. ASN Affiliate Members Include: Ace Imagewear, Ace Uniforms, American Wear Uniforms, Clean Uniforms, Clothes Clinic Linen & Uniform Rental, Domestic Uniforms, Phelps Uniforms, Walker's Uniforms & US Linen and Uniforms. See Attachment "B" Prudential's ASN Partners Contact List.

Clarification: Based on the ~~ASN~~ total network coverage expand further on the what engagement(s) will be done in order to offer the award nationwide.

5. Exhibit B

Provide a better understanding of the exceptions taken in various sections of Exhibit B. Using the National IPA Exhibit B document (located in the specification) indicate as redline(s) and provide alternate language to be considered for those areas located in the response.

6. Exhibit E

Prudential indicates the preference of quarterly reporting. Please indicate as a redline in Exhibit B and/or provide alternate language for consideration. Also, does Prudential proposal a different reporting process? If so, include the reporting example.

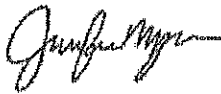
7. Exhibit F

Exhibit F is strictly informational and no response is need from this section

This Notice of Intent to Negotiate is not an intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response to my attention via e-mail to Jenn.myers@tucsonaz.gov on or before **Thursday, August 31, 2017 at 4:00 PM**. Please contact me via e-mail or at (520) 837-4137 with questions regarding the items above.

Sincerely,



Jenn Myers
Senior Contract Officer

Cc: Christine Dorantes, National IPA Christine.dorantes@nationalipa.org

3. Prudential's Response to Clarification

PRUDENTIAL OVERALL SUPPLY
CLARIFICATION
FOR

CITY OF TUCSON RFP #171695
AUGUST 11, 2017





**CITY OF
TUCSON**

DEPARTMENT
OF
PROCUREMENT

August 8, 2017

Sent this day via email: SamR@POS-Clean.com

Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

RE: City of Tucson RFP #171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

Dear Mr. Ross:

The City is in receipt of your response to the above mentioned solicitation. In order for the evaluation committee to complete their evaluation, the City invites you to provide clarification to the following items:

1. **Lost and Damaged Items:** Please clarify what fees, if any, will be assessed if an item is lost and not returned? Please clarify what fees, if any, will be assessed if an item is damaged?
2. **Garment Guarantee:** Please clarify if any garment guarantee programs exist that are include with the services.
3. **Shop Towels:** Please clarify the exact size of the shop towel.

Please respond to the clarifications by Friday, August 11, 2017 by 4:00 p.m. You may email me at jenn.myers@tucsonaz.gov if you should have any questions, or I can be reached at 520-837-4137.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jenn Myers".

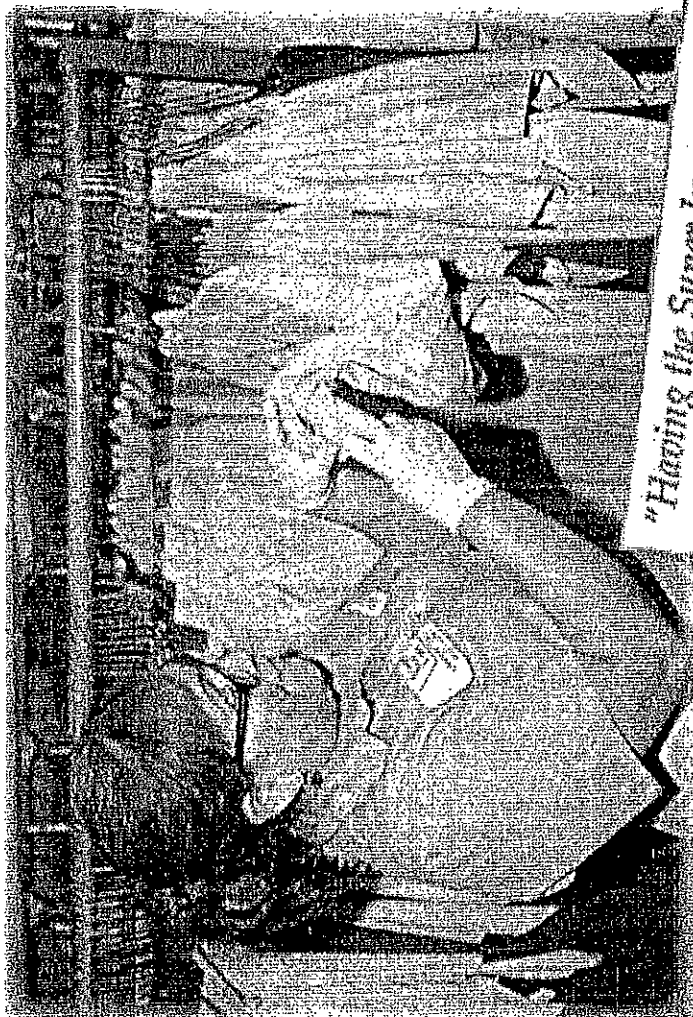
Jenn Myers
Senior Contract Officer

INJECTIONS & REPLACEMENTS

- We will explain discuss who is responsible for determining when an item is removed from circulation.
- We will explain discuss the reasons for removing an item from circulation and then charging the customer a replacement charge.
- We will explain why CITY OF TUCSON would have a garment removed from circulation.

SUPER INSPECTOR

Prudential's Super Inspector process identifies needed Repairs, Replacements and Upgrades!



The Super Inspector is tasked with individually inspecting each garment before it is released. The Super Inspector looks for garments needing repairs, replacement and upgrades. Garments needing repair are routed to the repair station and returned for distribution to be delivered on time.

"Having the Super Inspector means that our customers have uniforms that are repaired, cleaned and ready for use each day, keeping them looking professional and ready to work."

Shomo C. Harts
President



Prudential
Verall
Supply

QUALITY CONTROL FOR GARMENTS

- Prudential has several check points to inspect garments to ensure that the customer is receiving a quality garment every week.
- Prudential's CSR is the first to observe the customer uniform. It is their job to inspect uniforms upon pick up.
- If the CSR finds that there is a damaged garment they will bring this to management's attention to get permission to charge if BPP isn't in place and replace the garment. If the customer has insurance there will be no charges assessed.

QUALITY CONTROL FOR GARMENTS

- Through the Prudential Service Cycle customer's garment go through a multi point inspection prior to reaching the Super Inspector.
- Prudential invests in employing a Super Inspector at each Prudential location. This program is a direct result from customer feedback from our Customer Visitation program.
- The Super Inspector is tasked with inspecting each and every garment needing repairs, replacements or upgrades.

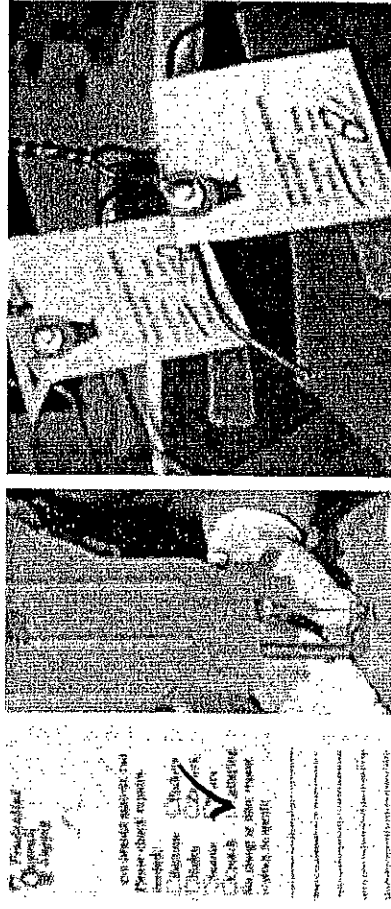


GARMENT REPAIRS AND UPGRADES

EYE OPENER SERVICE

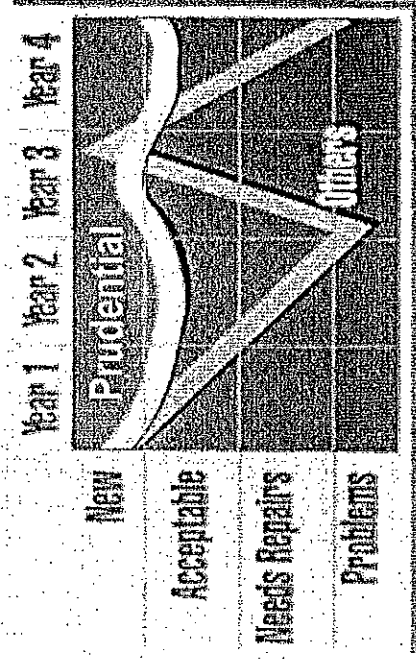
TAG

- Communication piece between wearers and Prudential's CSR
- Attached to garment during processing
- Routed to in-line repair station
- Returned repair for next delivery
- Available in English and Spanish



CONTINUOUS GARMENT UPGRADE

- Garments are upgraded as needed



CONTINUOUS UPGRADES PROGRAM

- Prudential employs a continuous upgrade program throughout the life of the agreement.
- This program affords Prudential to replace individual employees uniform as needed. Prudential does not time stamp replacement garments like its competitors.
- This is a great benefit to our customers and ensures that the customer's image program will be maintained at a high level from the beginning to the end of their contract



BUDGET PROTECTION PROGRAM

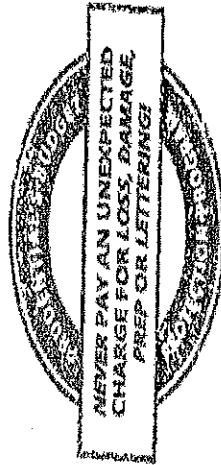
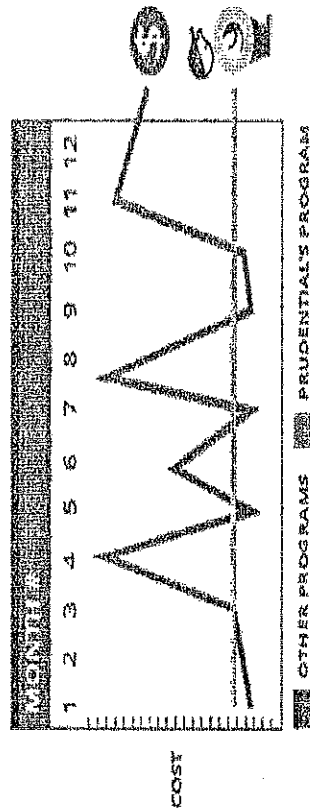
BUDGET PROTECTION PROGRAM



UNEXPECTED CHARGES CAN BE A THING OF THE PAST

- Now, your Image Apparel products will be replaced when damaged or lost with *no unexpected charges!*
- Automatic replacement for damaged or lost garments is prompt and hassle free.
- *No charges* for new wearers or replacement garments for preparation, name tags or company emblems.
- Prudential's *ONE PRICE Program* means that your weekly maintenance rate will remain constant for each piece.

DAMAGE, LOSS, PREP & LETTERING CHARGES



800-572-5729

WWW.PRUDENTIALSUPPLY.COM

UNIFORMS, YOUR FACILITY, PROTECT. CLEANROOM

UNIFORMS, YOUR FACILITY, PROTECT. CLEANROOM

BUDGET PROTECTION PROGRAM

Prudential's Budget Protection Plan features are:

- Customer never pays unexpected charges for loss or damage charges every again.
- Automatic replacement for lost and damage garments is prompt and hassle free.
- No charges for new wearers or replacement garments for preparation fees, name tags or company emblems.
- Prudential One Price Program means that CITY OF TUCSON weekly maintenance rate will remain constant for each piece



GARMENT PROTECTION PROGRAMS

Prudential proposed the following programs highlighted in yellow below in the City of Tucson RFP response regarding lost & damage:

City of Tucson Pricing - Miscellaneous	
State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	25%
Catalog(s) Name: 2017 Prudential Overall Supply Catalog	
Catalog(s) Name:	
Online Catalog Website: www.prudentialuniforms.com	
Agency Owned Garment - Contractor Laundered	\$0.50 per garment.
Custom <u>embroidering</u> of logos and/or names	Embroidery is quoted by the number of stitches.
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	\$1.00 per garment.
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	\$1.00 per garment.
Application of a new patch or emblem to a garment, heat sealed or sewn.	\$1.00 per garment.
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	\$1.00 per garment.
Uniform color change per garment (e.g. change one shirt from grey to blue)	\$1.00 per garment.
Steam Tunneling garments	No Charge. Included with the service.
Pressing of garments	No Charge. Included with the service.
Garment Loss Protection Program	\$0.07 per garment.



GARMENT PROTECTION PROGRAMS CONT.

<i>Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:</i>	
Garment Damage Protection Program	\$0.03 per garment
Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). [This is Prudential's Flat Rate Plan.]	\$0.12 per garment
<i>Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.</i>	
Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assed on a case by case basis.	
<i>One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products: delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.</i>	
Prudential will assign a KAM(Key Account Manager) who will ensure that all customers under this agreement price structure stays consistent with the pricing stated therein. Our KAM's receives exception reports every week that will alert if any price or fee's are different than what is contracted. This is how we audit and control the customers account.	
<i>Describe how rental uniforms are amortized and how Replacement Charges are calculated.</i>	
If our Garment Maintenance & Loss Program is selected there are no charges for loss or damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be accessed for lost and damaged garments. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.	
<i>Describe how emergency requests for uniforms are handled.</i>	

Prudential has a loaner program for said emergencies. There is a cost associated with it. When a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day. Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible. Items not specifically listed in catalogs are available under the contract as "specialty items."

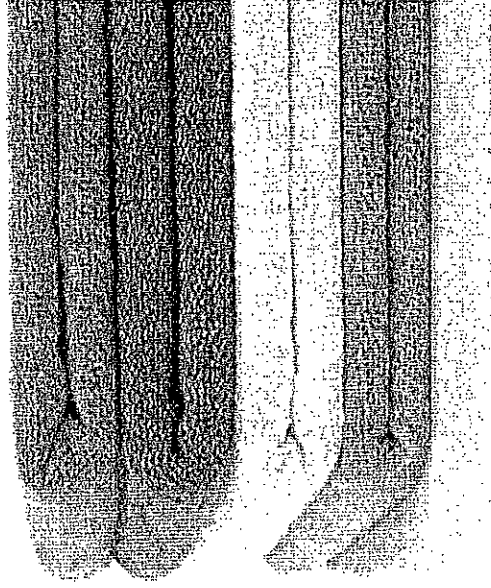


GARMENT GUARANTEE

- Prudential guarantees that any garments that are worn out due to natural wear and tear will be replaced at no charge to the customer.
- Prudential guarantees that if a garment is damaged by the customer and its repairable. Prudential will repair free of charge. If a garment is not repairable and is damaged by the customer. The Prudential rep will notify management for permission to replace it and damaged charges will apply unless the customer has damaged insurance. Then the items will be covered. If Prudential is responsible for such damage. Then Prudential would replace free of charge.
- Prudential guarantees if a garment is lost and the customer has Garment Lost Protection or the Budget Protection Program all lost garments are covered and no lost charges will apply. If no protection programs are in place the customer will be responsible for all lost items.








PRUDENTIAL SHOP TOWEL 18 x 18

- Prudential's shop towels are made with premium 100% Egyptian cotton. The dimension are exactly 18 x 18.










- Please see a complete list of all of Prudential's toweling solutions and specifications in the slides below.

PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

Total Towel Solutions									
Part No.	Part Name	Part Description	Part Category	Part Image	Part Application	Part Features	Part Details	Part Material	Part Use Only
9900	Each Towel	12" x 44" Blue	Animal Use		Long Grooming, Veterinary, Hospital, Animal Shelters	100% Premium Cotton Terry, 14.00 Lbs Per Dozen - Large	Cotton Terry, 5.00 Lbs Per Dozen - 20x40, Economy Size & Grade	Soft, More Cotton, More Absorbent, More Sanitary "Pet"	Flag Out
9723	Each Towel	12" x 44" Blue	Automotive		Automotive Detail, Service Manager, Mechanics, Detail	Soft Cover, 14.00 Lbs Per Dozen - Large	Front Cover, 14.00 Lbs Per Dozen - Large	Heavy, Long, More Coverage, Soft, Soft & Durable Protection	Flag Out
9770	Shop Towel	18" x 18" Orange	Automotive		Automotive, Heavy Oil, Oil & Grease	1700 Per Side Premium Egyptian 100% Cotton, 181 Superstrong Heavyweight Weave	1500 Per Side Economy (Sage) Cotton, 14 Lbs Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel
9780	Shop Towel	18" x 30" Orange	Automotive		Automotive, Heavy Oil, Oil & Grease	1700 Per Side Premium Egyptian 100% Cotton, 181 Superstrong Heavyweight Weave	1500 Per Side Economy (Sage) Cotton, 14 Lbs Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Utility Shop Towel
9800	Bar Towel	17" x 20" White	Food Service		Food & Beverage, Food Out, Houses, Banquets, Clubs	22 Lbs Per Dozen 100% Cotton, 100% Cotton, 28 Lbs Per Dozen Economy Grade	Cotton Terry, 100% Cotton, 28 Lbs Per Dozen Economy Grade	Heavy, More Cotton, Ribbed for Abrasion, Cleaning, More Absorbent	Turkish Towel, Coll. Pad
9838	Bar Towel	20" x 30" White	Food Service		Food & Beverage, Food Out, Houses	22 Lbs Per Dozen 100% Cotton, 100% Cotton, 28 Lbs Per Dozen Economy Grade	Cotton Terry, 100% Cotton, 28 Lbs Per Dozen Economy Grade	Heavy, More Cotton, More Absorbent	Flag Out
9779	Coll. Pad	18" x 18" Blue	Food Service		Restaurant, Catering, Club, Line Cook, Porter	100% Premium Cotton, Terry, 14.00 Lbs Per Dozen - Large	Cotton Terry, 100% Cotton, 28 Lbs Per Dozen Economy Grade	Heavy, More Cotton, More Absorbent, Extra Surface Cleaning For Hot Surfaces	Flag Out






PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

8286	Tushie Towel	17 1/2" x 20" Blue	Food Service		Food Service	Chief Line Cook, Police	Cleaning & Maintenance Personnel	100% Premium Cotton, Ribbed Terry, 20 Oz Per Dozen	Cotton, Non-Ribbed, 20 Oz Per Dozen	Heavier, More Cotton, More Absorbent, Better Surface Area Cleaning	"Tag Out"	FOOD SERVICE ONLY
8287	Linen Napkins	21" x 21" Black	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
8288	Linen Napkins	21" x 21" Forest Green	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
8289	Linen Napkins	21" x 21" Red	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
8290	Linen Napkins	21" x 21" White	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
8291	Linen Napkins	21" x 21" Navy	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY
8292	Linen Napkins	21" x 21" Maroon	Food Service		Restaurants, Catering	Executive Chef, General Manager	Food & Hand Cleaning	100% Soft Spun Signature Polyester, Colored Soft 6 1/4 Oz Per Sq Yd	100% Polyester, No Weaving or Color Seal Finish	Softer Feel, Better Color Retention, More Consistent Image	"Tag Out"	FOOD SERVICE ONLY

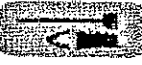
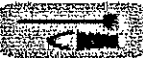
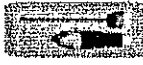





PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

9665	Bath Towel	41" x 42" White	Human Use		Hospitality: Hotels, Motels, Spas, Gyms	Housekeeping Dept. Manager	Cleaning & Moisture Removal	100% Premium Cotton Terry, 14.00 Lbs Per Dozen, Large Edges	Cotton Terry, 6.00 Lbs Per Dozen, 20X42, Economy Size & Grade	Wilder, Softer, More Cotton, More Absorbent, More Substantial Feel	Shower Bath Towel	HUMAN USE ONLY
9672	Fresh Towel	27" x 12" White Face Towel	Human Use		Hospitality: Hotels, Motels, Spas, Asian Restaurants	Housekeeping Dept. Manager, Guest Chief	Cleaning & Moisture Removal	100% Premium Cotton Terry, 1.00 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 2.00 Lbs Per Dozen, Economy Grade	Warmer, More Cotton, More Absorbent, More Substantial Feel	Wash Cloth	HUMAN USE ONLY
9673	Salon Towel	16" x 27" Black	Human Use		Hospitality: Spas, Hair Salons, Day Spas	Hair Stylist	Moisture Removal	100% Premium Cotton Terry, 2.75 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 2.25 Lbs Per Dozen, Economy Grade	Warmer, More Cotton, More Absorbent, More Substantial Feel	Wash Cloth	HUMAN USE ONLY
9678	Salon Towel	16" x 27" White	Human Use		Hospitality: Spas, Hair Salons, Day Spas	Hair Stylist	Moisture Removal	100% Premium Cotton Terry, 2.75 Lbs Per Dozen, Hemmed Edges	Cotton Terry, 2.25 Lbs Per Dozen, Economy Grade	Warmer, More Cotton, More Absorbent, More Substantial Feel	Wash Cloth	HUMAN USE ONLY
9764	Machinists Towel	12" x 16" Green	Industrial - Heavy Soil		Machine Shops, Metal Fabrication	Mechanics, Metal Fabricator	Machining & Lubrication Industries, Where Metal Grinding & Drilling is Done	175% Per Dozen Premium Egyptian Cotton, 100% Superstrong Heavyweight Weave, Metal Snapping Absorbable	150% Per Dozen Economy (Savage) Cotton, 14 Lbs, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Heavy Shop Towel	MACHINIST USE ONLY
9770	Printer's Towel	18" x 18" Blue	Industrial - Heavy Soil		Printing, Ink, Color Screening	Press Operator, Production Mgr.	Printing Industry, Print Press Operation & Cleaning	175% Per Dozen Premium Egyptian Cotton, 100% Superstrong Heavyweight Weave	150% Per Dozen Economy (Savage) Cotton, 14 Lbs, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Stronger Feel	Heavy Shop Towel	PRINTER USE ONLY
9804	Tanish Towel	17" x 26" Orange	Industrial - Heavy Soil		Automotive: Heavy Soil Oil & Grease	Mechanics, Automobile Oil & Grease	Cleaning & Moisture Removal	100% Premium Cotton, Ribbed Terry, 32 Lbs Per Dozen	Cotton, New Subbed, 28 Oz Per Dozen	Warmer, More Cotton, More Absorbent, Better Surface Area Cleaning	Wash Cloth	Food Service: Human Use, Animal Use, Industrial


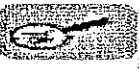



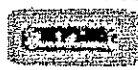


PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

997	Guest Towel	48" x 27" White and Red Stripes	Industrial - Light Soil		Glass, Low Lint	Janitorial Maintenance, Cleaning and Moisture Removal	100% Premium Cotton, Square Weave, Low Lint Fibre, 24 Oz Per Dozen	Cotton, Square Weave, 24 Oz Per Dozen, Economy Grade	Heavyweight, More Cotton, More Absorbent	Play Out	Heavy Industrial, Food Service, Human Use, Animal Utility
998	Hand Towel	48" x 16" x 27" White	Industrial - Light Soil		General, Low Lint, Medium Soil	Janitorial Maintenance, General Cleaning	100% Premium Cotton, Quick-Drying Weave, 24 Oz Per Dozen	Cotton, Quick Weave, 24 Oz Per Dozen, Economy Grade	Heavyweight, More Cotton, More Absorbent	Enter Hotel Towel	Heavy Industrial, Food Service, Human Use, Animal Utility
999	Hand Towel	48" x 16" x 27" Blue	Industrial - Light Soil		General, Low Lint, Medium Soil	Healthcare & Dental Offices	100% Premium Cotton, Quick-Drying Weave, 24 Oz Per Dozen	Cotton, Quick Weave, 24 Oz Per Dozen, Economy Grade	Heavyweight, More Cotton, More Absorbent	Play Out	Heavy Industrial, Food Service, Human Use, Animal Utility
999	Strip Towel	48" x 16" x 27" White	Industrial - Light Soil		Light Soil	Janitorial Maintenance, Production	Heavyweight, More Cotton, More Absorbent, Used in industries that require no contaminants in the towel	100% Cotton, 100% Superstrong, Heavyweight Weave	More Cotton, More Absorbent, Less Orange Strip, Flatter, Machine Washable	Towels	Food Service, Human Use, Animal Utility
998	Strip Towel	48" x 16" x 27" White	Industrial - Heavy Soil		Light Soil	Janitorial Maintenance, Production	Heavyweight, More Cotton, More Absorbent, Used in industries that require no contaminants in the towel	100% Cotton, 100% Superstrong, Heavyweight Weave	More Cotton, More Absorbent, Less Orange Strip, Flatter, Machine Washable	Towels	Food Service, Human Use, Animal Utility
999	Turkish Towel	48" x 16" x 27" Yellow	Industrial - Light Soil		Light Cleaning, Medium-Fine Soil	Janitorial Maintenance, Production	Heavyweight, More Cotton, More Absorbent, Used in industries that require no contaminants in the towel	100% Cotton, 100% Superstrong, Heavyweight Weave	More Cotton, More Absorbent, Less Orange Strip, Flatter, Machine Washable	Play Out	Heavy Industrial, Food Service, Human Use, Animal Utility



PRUDENTIAL'S TOWEL SOLUTIONS & SPECS

9763	Microfiber Towel	12" x 16", Light Blue	Micro-fiber		Automotive & Dealerships, Detail Shops, Body Shops	Detailer	Building & New Renovation For 100% Linen free or High Absorbency that used with oil or grease.	Highly Absorbent, No Lint, Cleans, Polishes, Dries, Absorbs Car/Wash Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Pay Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9765	Microfiber Towel	12" x 12", Yellow	Micro-fiber		Restrooms	Janitorial Maintenance	Cleaning Toilets, Sinks, Counters Tubs	Highly Absorbent, No Lint, Cleans, Polishes, Dries, Absorbs Car/Wash Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Pay Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9766	Microfiber Towel	12" x 12", Blue	Micro-fiber		Wax Applications	Janitorial Maintenance	Scrubbing or Wax in Vines & Clean grasses.	Highly Absorbent, No Lint, Cleans, Polishes, Dries, Absorbs Car/Wash Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Pay Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9767	Microfiber Towel	12" x 12", Green	Micro-fiber		Cosmetics, Arcades	Janitorial Maintenance	For 100% Linen free or High Absorbency that used with oil or grease.	Highly Absorbent, No Lint, Cleans, Polishes, Dries, Absorbs Car/Wash Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Pay Out"	Heavy Industrial, Food Service, Human Use, Animal, Utility
9768	Microfiber Towel	12" x 12", Red	Micro-fiber		Healthcare Hospitals, Surgical Centers, Eldercare, Health Centers, Dental Offices	Dental Patient, Nurse, EVS	Reduced Environments	Highly Absorbent, No Lint, Cleans, Polishes, Dries, Absorbs Car/Wash Fine Debris	Cotton Toweling, Hi Lin, Less Absorbency	Bundled - Not Bagged, Super Absorbent	"Pay Out"	HUMAN USE ONLY
9772	Utility Shop Towel	27" 18" x 16", Purple	Utility		Automotive & Heavy Soil Oil & Grease	Janitorial	High Linen Damage Environments #7 Quality, Lower Price Option.	72% Per Side Perforation Equipment 100% Cotton, 100% Superabsorbent Heavy weight Weave, Stained With Acceptable Hides, Superabsorbent Areas	100% Per Side Economy (Savvy) Cotton, Hi Lin, Less Absorbent	More Cotton, More Absorbent, Less Towel Use, Superior Feel	"Pay Out"	Food Service, Human Use, Animal, Utility



4. City's Request Clarification



**CITY OF
TUCSON**
DEPARTMENT
OF
PROCUREMENT

August 8, 2017

Sent this day via email: SamR@POS-Clean.com

Samuel Ross
Senior National Account Executive
Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

RE: City of Tucson RFP #171695, Rental of Uniforms, Floor Mats, Mops, Towels & Related Services

Dear Mr. Ross:

The City is in receipt of your response to the above mentioned solicitation. In order for the evaluation committee to complete their evaluation, the City invites you to provide clarification to the following items:

1. **Lost and Damaged Items:** Please clarify what fees, if any, will be assessed if an item is lost and not returned? Please clarify what fees, if any, will be assessed if an item is damaged?
2. **Garment Guarantee:** Please clarify if any garment guarantee programs exist that are include with the services.
3. **Shop Towels:** Please clarify the exact size of the shop towel.

Please respond to the clarifications by Friday, August 11, 2017 by 4:00 p.m. You may email me at jenn.myers@tucsonaz.gov if you should have any questions, or I can be reached at 520-837-4137.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jenn Myers".

Jenn Myers
Senior Contract Officer

5. Prudential's Response to RFP# 171695



CONFIDENTIAL

PRUDENTIAL OVERALL SUPPLY

RESPONSE

TO

THE CITY OF TUCSON/NATIONAL IPA

RFP

July 11, 2017

Submitted By,

Samuel Ross

Senior National Account Executive



CLEAN GREEN
TMA CERTIFIED



Tab A - Submission of Information and Forms



CLEAN GREEN
TREA CERTIFIED

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**RENTAL OF UNIFORMS, FLOOR MATS, MOPS,
TOWELS AND RELATED SERVICES**

REQUEST FOR PROPOSAL NUMBER: 171695

**CITY OF TUCSON
255 W. Alameda, 6TH Floor
Tucson, Az 85701**

Attention: Jenn Meyers



**CLEAN GREEN
TBA CERTIFIED**

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

REQUEST FOR PROPOSAL NO. 171695
PAGE 27 OF 28
SENIOR CONTRACT OFFICER: JENN MYERS
PH: (520) 837-4137 / FAX: (520) 791-4735

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

Prudential Overall Supply
Company Name

Name: _____

4240 S. fremont
Address

Title: _____

Tucson Az 85704
City State Zip

Phone: _____

Samuel Ros
Signature of Person Authorized to Sign

Fax: _____

Samuel Ros
Printed Name

E-mail: _____

Senior National Account Executive
Title

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form this 6th day of Oct, 2017.

Awarded this 5 day of October, 2017.

[Signature]
As Tucson City Attorney and not personally

[Signature]
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
As Director of Procurement and not personally





Tab B - Executive Summary and Responses to Specifications

City of Tucson



CLEAN GREEN
TARA CERTIFIED



2.4 Prudential Overall Supply Response City of Tucson RFP

Response To Scope of Work.

I. UNIFORMS RENTAL AND SERVICES

- (1.) Prudential will be able to accommodate any number of changes needed by the City. Prudential will also meet with designated contact for each Department to ensure all needs are met.
- (2.) Prudential's TMT Transition Management Team will also be responsible for making sure that each department contract representative receives their required merchandise.
- (3.) Prudential can provide the City with Embroidered or Silk-Screened Company and Name emblems at the requested specifications for each department. All Emblems will be **sewn on**. Not heat-sealed (glued) like some of our competitors. Any emblems provided by the city can be added to garments as well if needed. However, an ample supply must be provided to ensure Prudential can make the 10 working day window for delivery. Prudential will meet with each department head to ensure the correct patches are applied.
- (4.) Measurements
 - (4.1) Prudential will measure employees for uniforms within 2 working days from the City's request and will provide said uniforms within 10 working days from date of measurement. Prudential will provide size samples at all specified location to be measured. All alterations will be done by Prudential at no cost to the City. All extra-large and petite sizes will be provided but may have a delay due to special size restraints. Any delays will be disclosed up front to the City and loaners will be provided if available. These special sizes will still arrive in an acceptable amount of time mutually agreed upon by Prudential and the City.
 - (4.2) Prudential will accommodate outsizes. Prudential's standard sizes for men are S-6XL on shirts and 28-54 on pants for men. Prudential's standard sizes for women are 6-26 on shirts and 2-24 on pants. Prudential's standard sizes are most of our competitors outsizes. This is an advantage for Prudential customers because there is no extra charge for the outsizes thus saving our customers money.
 - (4.3) Prudential can accommodate women apparel and has a women's line where the buttons are on the correct side and it has the top snap.

(5.) Any samples requested by the City shall be provided by Prudential within 5 business days of request for evaluation.

(6.) Identification System

(6.1) Prudential will provide each garment with an 2-D Barcode that will list the employees name and account number. The ID 2-D Bar Code will also contain information for Internal tracking by Prudential that will produce reports for the City on the Customer Portal. The Customer Portal is where the City can view the weekly scanned in report, garment turned in for cleaning, and garments that went out for delivery.

(6.2) The 2-D Bar Code are scanned on the clean side so in conjunction with the 2-D Bar Code a "Garment Control Log" will be provided with a count on site of the incoming and outgoing garments listed by employee.

(6.3) Combined the 2-D Bar Code reports along with the Garment Control Log will ensure that there aren't any missing or lost garments by the Provider. The 2-D Bar Code report is cross reference with the Garment Control Log prior to Prudential's Customer Service Representative departure for delivery. If a discrepancy is detected. The Customer Service Representative will find missing garment or replace with loaner garment to ensure that the City of Tucson has the proper number of uniforms to work for the week. This will allow for accurate tracking to account for lost garments by Prudential.

(7.) Proposer's Operation and Procedures

(a.) Please see Attachment "F" for a full detailed description of Prudential's Service Cycle.

A plant tour will be provided upon request at any time to the City.

(b.) If the Garment Protection Plan is selected there is no dispute or need for resolution.

Lost and damage garments are replaced at the City's request. The 2-D Barcode tracking along with the Garment Control Log which both the City and Prudential will have weekly access to will ensure traceability of garments. If there is an issue Prudential will replaced lost garments. If Prudential notice gross negligence by the City. Prudential bring to the attention of the City's department head to discuss.

- (c.) Prudential will utilize the 2-D Bar Code report and the Garment Control Log prior to delivery and utilize the Garment Control Log on site at pick-up to log garments for traceability and accuracy. Prudential's has a 99% traceability rate on garments

- (8.) Prudential will provide the City with their required number of changes at first delivery. City employees may choose any combination of Long Sleeve and Short Sleeve shirt quantities. One uniform change will be permitted per employee, per year. \$1.00 prep charge applies. The prep charge allows Prudential to replace old name tags and logo's with new ones. The City's Image is important to Prudential's in our effort to be the City's best B2B partner. Prudential can discuss with the City further.
- (9.) One color change will be permitted each year per employee. Color change must be in Prudential's Standard Product offering. \$1.00 prep charge per garment applies.
- (10.) Please see attachment N for detailed Transition Plan. There will be no transition cost to the City of Tucson. All prep and lettering fees will be waived.
- (11.) All City Locations will be provided a direct, weekly service for pick-up and delivery by Prudential. Any changes to delivery locations will need to be notified by the City to Prudential in writing. Prudential will work with each department / location to best accommodate requested delivery times. Delivery will occur the same day each week with the exception of Holiday schedules. Notices will be posted at each location two weeks in advance to ensure proper delivery and pick-up. Any "Garment Control Logs" will be provided at the request of the City.

(12.) DELIVERY TIME

- (12.1) Prudential Complies.
(12.2) Prudential Complies.

Prudential Overall Supply

Confidential

07/11/2017

(12.3) Prudential Complies.

(13.) LOST OR DAMAGED ITEMS

City's Responsibility

(1.1) Prudential Complies.

(1.2) Prudential Complies.

(1.3) Prudential Complies if the Garment Protection Plan is selected.
If not selected

standard lost or damage charges would apply. Self-laundered
garments still

have to be accountably in turning in the garments after their
use.

Contractor's Responsibility

(2.2) Prudential Complies.

(2.3) Prudential Complies.

(2.4) Prudential Complies.

(2.5) Prudential Complies.

(2.6) Prudential Complies. Please see all replacement cost in Tab C
Cost proposal.

(14.) INVOICING

(1.1) Prudential Complies.

(1.2) Prudential Complies. All invoicing by Prudential will be detailed
by employee, product, and unit rates.

(1.3) Prudential Complies. Credits to Invoices already paid will be
submitted via credit memo with 30 calendar days for date
reported.

(1.4) Prudential Complies. Any additional charges will be notified by
Prudential in writing before invoiced.

(1.5) Prudential Complies. No unauthorized products will be provided
or billed or Invoices.

(1.6) Prudential Complies. Invoices rejected by the City will be corrected and re-submitted by Prudential.

(1.7) Prudential Complies. No uniforms will be billed until they have been physically delivered to the appropriate location.

(1.8) Prudential Complies. PO numbers will be listed on each appropriate invoice.

(1.9) Prudential Complies. Original invoice copies will be sent to the "Bill to" address indicated by the City.

(1.10) Prudential Complies. See Attachment "H" sample Invoice.

(1.11) Prudential Complies. Any invoice training needed for the City will be provided by Prudential upon request at any time.

(15.) Pricing

(1.1) Prudential Complies.

(1.2) Prudential Complies.

(1.3) Prudential Complies.

(1.4) Prudential Complies.

(1.5) Prudential Complies.

(16.) Sizes

Size changes will be completed in a timely manner with no extra charge to the City other than the \$1.00 prep charge per garment one time charge.

(17.) Environmental Preferability

Prudential is the leader in the industry in Environmentally-sound processing practices. Through our "Clean Green" initiative Prudential uses less water, energy, and chemical than our competitors. Any reports needed by the City regarding Environmentally Preferable Products will be provided by Prudential upon request. See Attachment "J"

(18.) Reporting

Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs. Please see attachment K Customer Portal.

(19.) Industry Standard

All services provided by Prudential will meet or exceed our industry's standard.

(20.) Uniform Item Sample

All services provided by Prudential will meet or exceed our industry's standard.



Method Approach

Prudential Overall Supply looks forward to providing the highest level of products and services to CITY OF TUCSON/NATIONAL IPA at a competitive price. We will outline a detailed service plan that will meet or exceed the level of service you expect from a provider.

Prudential Overall Supply possesses the financial, technical, organizational and managerial resources to successfully execute a contract of this size and scope for the existing CITY OF TUCSON/NATIONAL IPA geographic areas that align with Prudential's service area.

Prudential employs a national account management strategy to handle customers with multiple site requirements for delivery, billing, communication and measurement (customer satisfaction surveys and continuous improvement for quality, billing and satisfaction). Prudential's national account management team employs processes and supporting technology tools to achieve our customers supply chain management objectives in the areas of process improvements and reduction in total cost of ownership (TCO).

Prudential is able to work with CITY OF TUCSON/NATIONAL IPA to complement any web-based purchasing platform to identify a standardized range of rental items within each category group as a means to identify category groups for side-by-side product comparisons.

Prudential is able to provide CITY OF TUCSON/NATIONAL IPA reports that at a minimum contain the following information: facility name, complete ship address, product category group code and quantity shipped. Prudential can tailor reports to the CITY OF TUCSON/NATIONAL IPA specific needs. Prudential's Customer Portal offers CITY OF TUCSON/NATIONAL IPA access to the following functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing.

We offer single source management, the highest quality of product, proven service procedures, accountability at all levels of management, and over 85 years of experience.

When our agreement is executed, Prudential will assign a Key Account Manager who will be the sole point of contact for this contract. Ashley Carroll will be the Key Account Manager. Ashley (Working with Prudential General Managers) will establish and activate our "Prudential Exclusive" Transition Management Team (TMT). Our TMT's have proven to save our customer's time and money in the transition process.

Prudential's Clean Green initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

Prudential's response to the City of Tucson RFP and National IPA Exhibit 2 demonstrates Prudential's understanding of this RFP and all that it entails. Prudential is the only company in the RFP that has a fully operational plant located in Tucson. This means your merchandise stays in Tucson to be processed. Prudential employs over 88 fulltime employees in Tucson. We feel that this gives us the competitive edge over our competitors. This allows us to give the highest level of customer service to the Tucson area and explains why Prudential has over 60% of the market share in Tucson. Prudential is looking forward to earning the CITY OF TUCSON/NATIONAL IPA business.



QUALIFICATIONS & EXPERIENCE

Initial Account Establishment

If awarded this contract, there would be no initial startup costs associated with installation. Preparation charges are waived for initial installation, and for 60 days thereafter. (On proposed price and term)

When our agreement is executed, Mitch (Working with Prudential General Manager) will establish and activate our "Prudential Exclusive" Transition Management Team (TMT). Our TMT's have proven to save our customer's time and money in the transition process. The following are highlights and responsibilities of these teams:

The Contract Administrator Mitch Cummins will supervise the transition.

Prudential's Implementation Plan:

TRANSITION MANAGEMENT TEAM (TMT)

DEFINED SCHEDULE FOR THE CITY OF TUCSON

The implementation process will be initiated and monitored by a support team located at the corporate office in Irvine California. The Transition Management Team will consist of an CITY OF TUCSON employee designated as Account Administrator, and a Prudential team of TMT Coordinator Specialists. Prudential will dedicate a Contract Administrator Mitch Cummins to the CITY OF TUCSON account for the entire transition period and will be responsible for managing all Prudential and ASN serviced CITY OF TUCSON locations throughout the entire term of the service agreement. The function of the TMT will be to ensure a Zero-defect implementation with an emphasis in minimizing lost and damage charges by exiting vendors.

A team of Prudential representatives will be assigned to each CITY OF TUCSON delivery point. The local MT will consist of a Service Manager and a Route Manager and will be supported by a local

Customer Service Team. Each local TMT will contact and meet with their assigned CITY OF TUCSON location to implement the Rental Services Program and will continue the local business relationship after the installation.

Critical issues that will be addressed in the Transition Management Team process:

- Customizing the Implementation Process to CITY OF TUCSON unique situation.
- Communication of the CITY OF TUCSON Garment or Dust Control Services Program to CITY OF TUCSON and Prudential employees.
- Approval of personalized emblems and embroidery.
- Forecasting and building inventory for installations at all CITY OF TUCSON locations.
- Lead times for garments and other rental items.
- Establishing the date of installation/conversion for each individual location.
- Conducting individual location walk-throughs to identify areas to be serviced and determine the best methods to provide service.
- Defining key contacts for CITY OF TUCSON internal communication, status reports and updates.

Prudential will adhere to the following steps to guarantee a smooth and successful implementation of your program at all CITY OF TUCSON locations.

1. Prudential's CITY OF TUCSON Contract Administrator will meet with CITY OF TUCSON to discuss key issues and needs, establish direct links of communication between each location and Prudential management.
2. Implementation Plan will be presented to CITY OF TUCSON for approval.
3. Local TMT teams will be assigned to each CITY OF TUCSON location.
4. CITY OF TUCSON TMT packages will be sent to all involved Prudential personnel.

5. Customized Introduction Packages will be sent to key associates at each CITY OF TUCSON location.

6. TMT members will coordinate all TMT logistics with assigned CITY OF TUCSON representatives and Prudential's CITY OF TUCSON Contract Administrator.

7. Prudential teams will contact local management and discuss key issues and confirm dates for installation.

8. Local TMT members will complete garment and dust control walk-thru and location set-up.

9. Prudential's CITY OF TUCSON Contract Administrator will follow-up with local Customer Service Centers and Prudential manufacturing facilities to assure all orders are placed, received and shipped.

10. Each local TMT will complete and forward a final implementation checklist to Prudential's CITY OF TUCSON Contract Administrator.

11. Each CITY OF TUCSON location will be contacted by local TMT a minimum of ten (10) days prior to installation.

12. Local TMT members will inventory existing vendor inventories and forward results to TMT Chairman who will review with Primary CITY OF TUCSON contact. This will occur at weeks one (1) and two (2). The purpose of the inventory is to verify and document existing inventories for the purpose of eliminating undocumented loss and damage charges from exiting vendors.

13. Prudential's CITY OF TUCSON Contract Administrator will hold a final conference call with all local implementation teams to discuss any remaining issues.

14. Installation occurs.

15. Local TMT Teams will conduct a twenty-four (24) hour and one (1) week follow-up survey with local CITY OF TUCSON employees at each location.

16. Locally assigned TMT members will remain local CITY OF TUCSON facilities' point of contact.

Service Qualifications

Prudential Overall Supply possesses the financial, technical, organizational and managerial resources to successfully execute a contract of this size and scope for the existing CITY OF TUCSON geographic areas that align with Prudential's service area.

- a. Prudential currently serves more than 42,000 customers.
 - b. Prudential employs a national account management strategy to handle customers with multiple site requirements for delivery, billing, communication and measurement (customer satisfaction surveys and continuous improvement for quality, billing and satisfaction).
2. Prudential's national account management team employs processes and supporting technology tools to achieve our customers supply chain management objectives in the areas of process improvements and reduction in total cost of ownership (TCO).
 3. Prudential is able to work with CITY OF TUCSON to compliment any web-based purchasing platform to identify a standardized range of rental items within each category group as a means to identify category groups for side-by-side product comparisons.
 4. Prudential is able to provide CITY OF TUCSON reports that at a minimum contain the following information: facility name, complete ship address, product category group code and quantity shipped.

Cost Avoidance

Prudential has implemented and continues to offer our customers creative cost avoidance / cost reduction programs for national recognized customers. For example:

- Prudential has numerous value-added services and products we offer at no charge our customer. In services we offer advice, recommendations, and technical expertise in solving problems, assisting with solutions, and/or improving efficiency.
- In products, we offer the highest quality products available in our industry. Maintaining quality and availability for Prudential Overall Supply's pipeline of rental merchandise was the driving influence in Prudential's partnering with VF Imagewear as our primary provider of image uniforms. We provide a higher quality, longer lasting shirt and pant than is available elsewhere in the marketplace, it benefits both our customer and Prudential.
- We offer all cabinets and tools needed to use the rental merchandise at no charge. If we rent CITY OF TUCSON dust mop, we provide the handle. If we rent wet mop, we provide the handle, etc. We sleeve the dust mop on the frame prior to delivering the product. This saves CITY OF TUCSON employees time and money in doing so themselves. The following are other value-added services offered at no charge.

Prudential currently runs an analysis report for national customers. This report list the cost of current product by location and employee if applicable. It also list any ancillary charges, it highlights new approved items, or employees. Prudential is then able to use this historical data to provide the customer with a month to month analysis so that we can adjust inventory to actual need instead of a fixed amount.

- Customized Logos: We design and manufacture your logos, embroidered or silk screened, to enhance your company image.
- Direct Service: Our facilities are strategically located to provide fast, efficient, quality service.
- Cost Control: Our primary tool in the weekly management of your garment inventory is our Garment Control List (GCL). Our GCL is an exclusive Prudential Overall Supply document that is generated for each garment delivery for all CITY OF TUCSON delivery locations. The GCL contains all route information identifying each location by Prudential Route, Servicing Plant, Day of Delivery, and CITY OF TUCSON's delivery location.
- The GCL lists all employees by name and man #. If the garment is being delivered in bulk, it can list the man item by description of product. The GCL will match the weekly delivery invoice's Man#, Name, Product, etc.
- The GCL is primarily used as a tool for counting and inspection of each garment. It also provides a record of any needed repairs, replacements, physical garment inventories, size changes, and upgrades. Upon arrival at a CITY OF TUCSON location, the Customer Sales Representative (CSR) will check in with the appropriate manager to verify any changes for the week (added wearers, cancellations, transfers, change in product, etc.).
- Before departing the site, the location manager or designated representative will be briefed on the contents of the pickup, and a copy of the GCL will be available for the location manager. The original GCL will return to Prudential to accompany and track the garments through the processing cycle for the next week's delivery.

- Prudential will look at historical data of the customer usage and determine if adjustments need to be made. These adjustments can result in a cost savings or in an increase to better serve and meet the customer's actual needs.
- To allow for consistent weekly billing, Prudential's Budget Protection Program will eliminate the need to ever have to pay for a lost or damaged uniform.
- Our Total towel delivery program to maintain towel inventories, will also reduce invoice fluctuations by building in an agreed to loss and damage percentage.
- The primary benefit of Prudential Overall Supply and our ASN network is the fact that we are customer focused, not shareholder focused. This is how we are able to make a difference in the service that our customers receive.

Prudential plans to pass on cost savings to CITY OF TUCSON through our Supply Chain management and our Value Add services. For example: Prudential has invested heavily in technology over that past six years: Oracle computing platform, ABS route accounting software, CSR handheld devices that run ABS software, Sage SLX CRM software, Universal Tracking route tracking software, Route Solutions route optimization software and ABS customer portal software. All IT upgrades designed to make Prudential a leader which translates into increased customer satisfaction and cost reduction.

National Account Management

Prudential's management of national accounts consists of a combination of personnel from our various processing plants and our corporate national accounts' section. Management of the CITY OF TUCSON accounts that we are proposing in this response would be accomplished utilizing our long time established Major Account Management Program. This program is structured as follows:

Your account would be designated a Multi 1 account internally within Prudential Overall Supply, and we would designate a single Contract Administrator for all your locations. This designation as a Multi 1 account would activate the following internal actions at all your locations:

1. Standardize all pricing and merchandise at all locations in accordance with our agreement.
2. It would automatically prohibit any pricing change or the addition of any merchandise not listed on the agreement at the local service area.
3. It would automatically generate a requirement for a semi-annual on site management visitation from our servicing plants management team.

The responsibility highlights of Prudential's Contract Administrator are:

1. The Contract Administrator would be CITY OF TUCSON corporate primary point of contact for contractual or service issues.
2. Is responsible for the overall management of all CITY OF TUCSON locations.
3. Will work directly with CITY OF TUCSON corporate Account Administrator.
4. Would be responsible for providing any requested management monthly reports to CITY OF TUCSON corporate.
5. Will make sure Prudential is in compliance at all times.

Inventory

Prudential service personnel will be available to assist in establishing or validating your inventory requirements.

Inventory will be established based on the number of workdays per week or number needed each day.

Day-to-Day Operations

Delivery

Deliveries will be made direct, via Prudential truck, by a certified Customer Service Representative.

Towel Maintenance Control

Automatic Inventory Maintenance is utilized to maintain inventory levels and account for lost and damaged towels. A predetermined and agreed to percentage of towel inventory, usually 3%-6% will be charged weekly to account for loss and damage. No additional charges will occur beyond this.

Types of Chemicals & Towel Washing Process

POS [REDACTED]
3E-Whit.Ind. Towels Formula for OpClass 1 800 lb

Operation Class #1 Operation Formula #14 Program Time: 56 Min Injection Time: 56 Min, Mix Type: Cotton
 Plant Formula #14 Injection Formula #14 Drain Time: 5 Min, Allowed Time: 70 Min, Category: SHOP
 Injection Class #1 Injection Ratio 1:100,00 Injection Formula: Inj Class 1 800 LB-3E-Whit. Ind. Towels
 Soiled Target Weight: 800 Lbs. Clean Target Weight: 800 Lbs. Clean Actual Wt. Conversion Factor: 1.00
 Washer Brand: AMERICAN-79X49 4 - American 800 5 - American 800
 Washers: 3 - American 800 2 - American 800

Step	Time	Water	Level	Temp	Steam	Hot Gal.	Cold Gal.	Total	Drops	Time	Chemical	Injected Quantity	Cost Temp	Therms
1 Break	15.00	Fresh	10	140	Yes	435.7	0.0	435.7	Sewer	1.00	Injection 1			
											ENAX Alkali-80oz.			
											ENAX Detergent-32oz.			
2 Carryover	4.00	Fresh	10	140	Yes	136.7	0.0	136.7	Sewer	1.00			140	
3 Flush	1.00	Fresh	20	140	Yes	272.1	0.0	272.1	Sewer	1.00			140	
4 Flush	2.00	Fresh	20	140	Yes	272.1	0.0	272.1	Sewer	1.00			140	
5 Flush	2.00	Fresh	20	140	Yes	272.1	0.0	272.1	Sewer	1.00			140	
6 Bleach	9.50	Fresh	20	140	No	136.7	0.0	136.7	Sewer	1.00	Injection 2			
											ENAX Bleach-60oz.			
7 A/n Rinse	2.00	Fresh	20	COLD	No	0.0	272.1	272.1	House	1.00	Injection 3			
											Peroxide-5oz.			
8 Sque	4.30	Fresh	17	COLD	No	0.0	136.7	136.7	House	1.00	Injection 4			
											TurboClear-16oz.			
9 Extract	1.00		0		No	0.0	0.0	0.0	House	0.00			0	0.00
10 Shakeout	1.00		0		No	0.0	0.0	0.0	House	0.00			0	0.00
11 Extract	1.00		0		No	0.0	0.0	0.0	House	0.00			0	0.00

Drains	Gallons
Sewer	1,525
House	408
Recycled	0

Usage	Soiled CWT
Hot Water	1,525
Cold Water	408
House Water	0
Recycled	0
Total Water	1,933
Gas Thermal	5.60
Chemicals	
Totals	

Formula 14-3E-Whit. Towel Clean OpClass 1 800 lb

The chart above displays how Prudential washes and process its soiled merchandise that is collected from the customer. Every wash cycle has a specific formula, a certain temperature, water level. This process ensures that the merchandise that is returned to the customer is the cleanest in the industry. All of the chemicals used are hypo-allergenic. This process is used to clean uniforms, mats, aprons, towels, mops etc.

Soil Collection Point

Each soil collection area will contain an "Eye Opener" chart in the garment storage area. This is a unique feature developed by Prudential to establish a direct line of communication between CITY OF TUCSON employees and our Customer Sales Representatives (CSR). It involves service tags, and instructions both in English and Spanish, used to alert the CSR to garments requiring repairs, replacements, or other significant information. The system works as follows:

- Charts, with tags, are provided at each location. Employees are briefed on how to use them.

- An employee completes a tag whenever there is a service request, and attaches it to the garment (s), needing service.
- The tag is permanently attached to the garment during the processing cycle. This tag routes the garment to mending, or another action department, where the service action is completed (In Line Repair).
- The garment repair is verified by the CSR when the clean delivery is made.

There are many advantages to this system; hard to locate repairs are found, individual communication is established without the requirement of being physically present, eliminates late pieces and shortages, and makes your employees aware that Prudential cares!

Soil Sort, Inspection and Repairs

All garments and accessories will be visually inspected during soil sort prior to washing. Any garment showing signs of damage such as fading, discoloration, missing snaps, rips, tears or holes will be set-aside for repair and re-washing. Repairs are made on the soiled side after soil separation at the processing facility. All loads are segregated by garment type.

Garments will be replaced when they become "Beyond Repair" as established by CITY OF TUCSON guidelines. Typically, a damaged beyond repair garment is a garment that has been damaged in such a manner that it no longer meets the established criteria for the purpose intended. Prudential Overall Supply will review all beyond repair (BR) garments with designated CITY OF TUCSON personnel and your designated manager will make the final decision on the continued use of questioned garments. Garments damaged beyond repair will be returned to your designated representative.

Garments that require replacement due to normal wear will be replaced at no charge to CITY OF TUCSON

Garments damaged by CITY OF TUCSON employees requiring replacement will be

replaced and billed to CITY OF TUCSON at the listed replacement value.

Prudential Overall Supply is one of the few companies in our industry to physically hand count all uniforms. We record all uniform counts on our Garment Control List (GCL). A copy of the list is provided to our customer and copies are kept of file at the Prudential Servicing plant. In the event of a shortage, copies of the GCL can be audited to see if and where the loss occurred. If it is agreed that a loss has occurred and it's been traced to the customer, it will be communicated to our customer ahead of the next week's invoice that a loss charge will occur.

Prudential Overall Supply offers Budget Protection program that will eliminate any and all charges for lost, damaged, prep and lettering. In return for a slightly higher rental rate, all charges for lost and damages uniforms are covered. This is a great program that allows for consistent week-to-week billing and eliminated excessive fluctuations in weekly invoices due to lost and damaged uniforms.

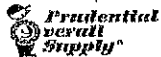
Service Cycle

Prudential will dedicated a full staff to service for all locations and delivery points of CITY OF TUCSON's garments and related merchandise through the Prudential Service Cycle listed below:

ATTACHMENT "F" PRUDENTIAL'S SERVICE CYCLE



"Is there anything else I can do for you today?"



1. Garments are picked inspected for repairs and accounted for.
2. They are then taken back to the Prudential plant to be soiled sorted according to classification.
3. They are then placed into the right batch to be washed by a pre-determined formula and then by the total weight of the load for maximum efficiency in the wash cycle.
4. They are then taken to the dryer for drying according to the drying classification.
5. Pants are then taken to the pant press for pressing at no additional charge to the customer.
6. Shirts are then taken to shirt press for pressing at no additional charge to the customer. Shirts & Pants are then taken to the In-Line repair station for repairs if needed which is done in house for garment traceability.
7. Then garments are scanned by their 2-D Barcode which routes the garments by day, account number and then employee number.

8. Then all garments run through the Super Inspector that inspects for repairs and quality that weren't identified by the customer or the Prudential CSR.
9. Once garments pass the Super Inspector inspection they are routed to the customer service representative trucks for distribution by day, account number and then employee number.
10. The Prudential delivers the clean merchandise to the customer and the Prudential Service Cycle starts all over again.

Uniform Classification

Class 1 - Perfect: Perfect garments, which may or may not be new. No stains, mends, repairs or discoloration.

Used for those customers who meet the public, supervisory personnel and those who are in general manufacturing and allied industries where the risk of damage would be slight. Example: Service writers, route drivers, supervisors, and small business owners. Exceptions must be approved by General Manager.

Class 2 - Stock; Stock garments. Light stains, light mend. No spots noticeable from more than 5 feet, no repairs greater than one inch in length, no more than 3 small repairs per pair. Minimal color loss through age and may have lost some body or shape. Use for those customers who do average work where the rate of wear and tear, and the risk of damage will be normal. For customers who do not work with permanent soiling materials such as glues, resin or paints. Example: Service station attendants, general factory employees.

Class 3 -Utility: Utility garments. Color of utility garments is not guaranteed. Stains and mends little life left. Repairs up to 3 inches in length. May have permanent stains. Used for those customers where the risk of damage would be great and no damage responsibility is established. Example: Radiator and plating shops, acid plants, steel plants, roofers, carpet layers, and tire shop personnel.

New Hires

The Customer Service Representative will size new employees during the weekly servicing of each location.

Services:

Rental:

- Prudential's rental program is a "full service" program with the following benefits:
- Prudential provides all rental items with no initial investment.
- Prudential assumes inventory management responsibility and absorbs inventory requirement fluctuations.
- Prudential makes weekly pick-up and deliveries as scheduled with.

- Prudential performs all rental program maintenance requirements during the term of agreement to include: new employee garment size measurements and issue, size changes, cleaning, inspection, repairs and replacements (at no charge due to normal wear).

- Prudential returns to stock items no longer needed and re-issues those serviceable items when possible. This will save valuable storage space and will prevent from becoming a garment issue and recovery warehouse.

- All rental inventory items are managed, monitored and remain the property of Prudential Overall Supply. This allows Prudential to monitor usage, replacements, repairs, etc. and quickly make inventory adjustments based on need.

Lease:

- Prudential provides all lease items with no initial investment.

- Like our Rental Program, this offers huge benefits when there are large quantities of garments involved.

- Prudential assumes inventory management responsibility and absorbs inventory requirement fluctuations.

- Prudential makes weekly pick-ups and deliveries as scheduled with .These pick-ups and deliveries include: new employee measurement and issue, size changes, inspection, repairs and replacements (at no charge due to normal wear).

- Prudential "Returns to Stock" those items no longer needed and re-issues those serviceable items when possible. This saves valuable storage space and prevents the customer from becoming a garment issue and recovery warehouse.

- All leased inventory items remain the property of Prudential Overall Supply.

Direct Purchase:

- Prudential's on line store provides a full range of direct purchase options.

- Prudential will distribute the uniforms and accessories to your employees.

- Prudential is capable of setting-up direct sale purchase programs with our distributors on a site by site basis to supplement the full rental or lease programs.

- CITY OF TUCSON owns the merchandise and is responsible for inventory investment.

Value Adds

Prudential has numerous value-added services and products we offer at no charge our customer. In services we offer advice, recommendations, and technical expertise in solving problems, assisting with solutions, and/or improving efficiency.

In products, we offer the highest quality products available in our industry. Maintaining quality and availability for Prudential Overall Supply's pipeline of rental merchandise was the driving influence in Prudential's partnering with VF Imagewear as our primary provider of image uniforms. We provide a higher quality, longer lasting shirt and pant than is available elsewhere in the marketplace, it benefits both our customer and Prudential.

We offer all cabinets and tools needed to use the rental merchandise at no charge. If we rent CITY OF TUCSON dust mop, we provide the handle. If we rent wet mop, we provide the handle, etc. We sleeve the dust mop on the frame prior to delivering the product. This saves CITY OF TUCSON employees time and money in doing so themselves. The following are other value-added services offered at no charge.

Shirts and Pants Pressed: Prudential presses all shirts and executive pants.

Inspection and Repair: Ongoing inspection throughout the processing cycle ensures consistency in cleaning, finishing, mending and replacement.

Garment Replacement: Garments are replaced as needed, not when convenient or at specific intervals.

Customized Logos: We design and manufacture your logos, embroidered or silk screened, to enhance your company image.

Direct Service: Our facilities are strategically located to provide fast, efficient, quality service.

To allow for consistent weekly billing, Prudential's Budget Protection Program will eliminate the need to ever have to pay for a lost or damaged uniform.

Our Total towel delivery program to maintain towel inventories, will also reduce invoice fluctuations by building in an agreed to loss and damage percentage.

The primary benefit of Prudential Overall Supply and our ASN network is the fact that we are customer focused, not shareholder focused. This is how we are able to make a difference in the service that our customers receive.

Quality of Products & Expertise

Prudential Overall Supply and VF Imagewear have a strategic partnership that enables us the ability provides our customers with the highest quality uniforms in the uniform industry. VF Imagewear is a part of VF Corporation, the largest apparel company in the world

VF retail brands include Wrangler®, The North Face®, Lee®, Nautica®, Vans®

VF Imagewear industrial brands include Red Kap®, Bulwark® Protective apparel, and others...

80+ years of leadership in work apparel.

Prudential Overall Supply and Medline have a partnership which allows us to provide the best in Healthcare uniforms to our customers with the finest quality of garments in North America. America's largest privately held national manufacturer and distributor of health care supplies and services. Medline is the largest privately held medical supplier in the United States. For over 47 years they manufactured and distributed over 125,000 medical and surgical products to healthcare institutions and retail markets. Since 1966 they have been lending there hand to the healthcare industry with its many patents and innovation the healthcare industry has soared. Our partnership with Medline ensures that our customers are receiving the best in class of healthcare supplies.

Accountability

Prudential employs two (2) route accounting software packages. 1st: measures route efficiencies; stem time, engine idle time, acceleration, braking, speed and related measurements. All are set with acceptable ranges, and if out of acceptable range exception reports are flagged and proper action is taken. 2nd: route optimization software enhances route density which saves on the number of required routes, eliminates routing crossover and ultimately saves on fuel as well as enables routes to be better positioned to have more time with customers.

Garments are visually inspected to determine wear and tear. Garments are also inspected to meet the customer criteria set by the customer using the "Customer Inspection Requirement Instruction" form. Garments not meeting either criterion are replaced.

Nationwide Coverage:

In addition to Prudential Overall Supply being a founding member of Apparel Services Network (Detailed below), we have a fully staffed National Accounts Sales Administration Department for the coordination of incoming as well as outgoing sub-contract situations. This allows a single point of contact for our national account customers, which allows efficiency for service inquiries, service performance, and the overall management of the account. For the need to sub-contract in locations outside of the ASN service area, Prudential Overall Supply has established and trusted business relationships with numerous national and independent laundry providers throughout the United States.

Apparel Services Network:

For over seven decades, our customers have turned to us to enhance their market-brand recognition. Our staff, in partnership with some of the largest manufacturers of apparel in the world have designed developed and brought forth to market some of the most recognized customer apparel in the world. Those same customers have now requested us to "manage" their entire national program, copy exact, in states that we traditionally did not offer direct coverage. It is with that challenge in mind that we developed the Apparel Services Network (ASN). The ASN is comprised of four industry founding families, whose core competencies align. These four companies, who's individual histories spans over 70 years and collectively combine over 300 years of service, are all second and third generation family managed companies that have established regional dominance. ASN's executive board which is comprised of each company's respective leaders meets each quarter to ensure that ASN is meeting or exceeding customer expectations! They ensure that our unique brand of "local management" as well as our approach to "giving the customer what they want" is not only met but improved upon. Imagine, your account is managed by a company leader. To ensure customer satisfaction, we will utilize our Customer Visitation process.

Customer Visitation and Program Review

User satisfaction will be ensured via Prudential's Customer Visitation Program, quarterly on site visits, complaint receipt and resolution management program and senior management satisfaction surveys.

Prudential Overall Supply, through our Customer Visitation process, conducts periodic reviews of up to 18 areas of the service that we provide. Here is a summary:

Management Communication (Customer Visitation)

Quarterly, Prudential's local Sales and Service manager will make an appointment and meet with each CITY OF TUCSON location manager in his/her service area. The purpose of this meeting will be to conduct a formal survey of Prudential's service. Prudential management will use a Prudential Customer Visitation (CV) form to conduct this survey. The CV form covers the following topics:

1. Service rendered by Prudential's Customer Sales Representative
2. Service rendered by Prudential Management and office personnel
3. Our eye opener tag system
4. Merchandise repair
5. Merchandise replacement
6. Condition of Lettering
7. Quality of Merchandise
8. Garment fit
9. Control of Lost and Damage charges
10. Proper Inventories
11. Shortages
12. Removal of Hangers

13. Additional Prudential Services
14. Accounts Receivable
15. Additional Locations
16. Review of Invoices
17. Overall Satisfaction
18. Other comments or areas that need attention

Results for all locations will be consolidated and as part of our quarterly visitation by our Contract Administrator, Mitch Cummins, they will be discussed. Based on the results of this meeting action plans would be developed, if needed.

Invoicing and Payment

Prudential Overall Supply accounting system is an Oracle based system that offers the latest in invoicing and accounting technology.

Current methods of payment are:

Prudential uses the EFT format N.A.C.H.A. (National Automated Clearing House Association).

EDI

Prudential supports the following EDI transactions and has the capability of supporting other transactions upon request:

- 850: PO
- 977: Transmission acknowledgement
- 860: PO Change
- 810: Invoice
- 820: Payment

Prudential accepts corporate credit cards such as Visa and MasterCard, Level II. Prudential also accepts the American Express Corporate Purchasing System.

Monthly invoices may be set up by individual location or for all locations. They may be customized dependent upon your desires.

Quality Control

Since 1982, Prudential continues to employ our QIP (Quality Improvement Process) system. The QIP provides an opportunity for all employees to participate in Prudential's quality process. The QIP emphasis is on improvement opportunity identification, implementation, communications, measurement and prevention at every location.

QIT (Quality Improvement Team). It is the policy of Prudential that every location has a Quality Improvement Team. Meetings are held monthly. QIT members can include any member within the location organization.

CAT (Corrective Action Team). It is the responsibility of the QIT to determine areas for improvement and to appoint a CAT to provide the investigation and to make recommendations regarding a specific area for improvement.

OFI (Opportunity for Improvement). This program provides all Prudential employees with an opportunity to submit ideas for improvement. The OFI form lists the types of ideas that can be submitted, such as: improve quality, reduce costs, reduce waste, improve safety, save energy, improve environment, improve morale, save time, improve production, improve service, improve methods, increase sales, customer satisfaction or any other issue. Each manager is responsible to review all OFI's on a timely basis and take appropriate action.

In addition, Prudential's top-level management is deeply involved in the QIP program and conduct program reviews twice each year. Not all topics need be addressed at all meetings, provided all topics are covered at least once each calendar year. Meeting attendees will include the Senior Vice President, Regional Vice President-Prudential Cleanroom Services and Quality Assurance Manager. Other individuals may be invited

to attend, depending upon the required input and expertise from the various departments. These invitees (and their functional areas) include: Vice President of Human Resources – Training (training), Director of Human Resources (HR issues), Director of Purchasing (purchasing), Vice President of Sales & Marketing (customer requirements). Other standing invitees include, but are not limited to: Chairman of the Board and the President and Vice President of Finance. These final three invitees need not be present, but will be copied on all minutes of Management Review of the Quality System. Minimum topics that must be covered are: The Quality Policy, Customer Retention, ISO Certification Status of Cleanroom Plants, Overview of Individual Plant Operational Reviews, Overview of Training Topics and Hours, Summary of Internal Audits, Summary of Nonconformities, Corrective Action Summaries and the Review of Resource Needs.

Environmental Sustainability

POS Clean Green Program (green sustainability program) Prudential Overall Supply is committed to the Clean Green Movement. Our core values align with the core values of being a greener company. We want to try to improve and do what's right in the long-term for the environment, our customers, our employees and the communities that we operate within. Prudential's Clean Green initiative provides a green solution compared to home wash and disposable products. Action Plan -Showcase Clean Green with our customers and suppliers. - Contribute positively to the Clean Green Movement -Remain focused on Clean Green sustainability through a continuous improvement process. Building Blocks towards environmental stewardship As a Laundry ESP (Environmental Stewardship Program) member, POS has dedicated significant efforts working to accomplish the program's resource conservation and pollutant reduction goals.

Prudential Overall Supply follows the following BMP's (Best Management Practices) to help accomplish the Company's Clean Green goals:

- Waste Minimization, Reuse and Recycling
- Recycling Program
 - Pallets
 - Plastics
 - Hanger Reclamation Energy Efficiency, Conservation and Management
- Energy Efficient Equipment
 - Washers
 - Dryers
 - Ironer
 - Heat Reclaimer
- Energy Efficient Lighting
 - Sensor Timers Lighting
 - Sky Lights

- Preventative Maintenance for Equipment
 - Annual Air Leak Inspections for Boilers
 - Boiler Tune-ups ◦ Meter Calibrations
- Management of Freshwater Resources
 - Water Reuse Systems ◦ Wastewater Management
 - Minimal Chlorinated-Chemical Use
 - POTW Discharge Compliance (where applicable)
- Efficiency ◦ Route Optimization

Clean Green Certification

Prudential Overall Supply is First Industrial Laundry Chain Worldwide to Earn TRSA *Clean Green* Certification

IRVINE, Ca. June 4, 2012—Prudential Overall Supply's commitment to environmental protection practices throughout its entire operation has won unique recognition from TRSA, which is leading the textile services industry to new heights in sustainability. Prudential's Company-wide industrial laundry processing facilities have been distinguished as the first multi-location laundry operation that TRSA has certified to its *Clean Green* international standard. The Prudential chain has met TRSA's requirements for achieving efficiencies in water and energy conservation and adopting best management practices for reusing, reclaiming and recycling resources.

The certification gives Prudential's customers third-party verification that the uniforms, floor mats, towels, mops and other reusable textiles that they get from Prudential are laundered in an environmentally friendly manner.

"Contracting with Prudential for textile services is a statement of conscientiousness about natural resources and a commitment to sustainability," stated Joseph Ricci, TRSA president and CEO. "Choosing a *Clean Green* laundry is part of managing a supply chain with maximum environmental protection in mind."

More business owners and operators are modifying their production technologies, processes and work habits to improve efficiency and conserve our natural resources, Ricci observed. "*Clean Green* prompts them to consider how their choices of outsourced functions such as laundry affect their total environmental impact," he added.

Businesses that choose work uniform rental service and linen supply from textile services companies—as opposed to requiring employees to wash work clothes at home or using smaller on-premises or commercial, non *Clean Green* laundries for linens—have chosen the superior route for minimizing natural resources depletion.

TRSA's new certification helps organizations find the best choices in this respect. Laundry facilities such as Prudential's with the highest-speed, largest-capacity equipment are most likely to exceed *Clean Green* standards due to such machinery's energy and water efficiencies. Just as important, because these industrial-scale laundries have hundreds or even thousands of customers, these facilities are large enough to economically deploy the latest technologies for removing pollutants, recovering heat, reusing rinse water and other resource-saving functions.

Tom Watts, President of Prudential Overall Supply, states, "Prudential is committed to the Clean Green movement. Our core values align with the core values of being a greener company. We want to try to improve and do what's right in the long-term for the environment, our customers, our employees and the communities we operate within. The TRSA Clean Green international certification only reinforces Prudential's commitment to environmental stewardship."

About Prudential Overall Supply: Family owned and operated since 1932, Prudential Overall Supply has been providing reusable textile products for businesses. Prudential now serves over 25,000 businesses through a network of 27 locations in eight states (Arizona, California, Colorado, Massachusetts, Nevada, New Mexico, Texas & Virginia). Prudential is dedicated to enhancing our customers' image for the best dollar value. By providing premium work uniforms, career apparel and casual wear, Prudential is able to outfit your entire organization. This on-time weekly service also addresses your facility's image and safety requirements by offering floor mats, wiping towels and restroom products and related supplies.

About TRSA and the Textile Services Industry: Based in Alexandria, Va., TRSA represents the \$16-billion textile services industry that employs nearly 200,000 people at more than 2,000 facilities nationwide. These companies provide laundered textiles and other products and services that help businesses project a clean and attractive public image.

The industry reaches every major business and industrial region, Congressional district and city in the country. Most Americans benefit at least once a week from the cleanliness and safety provided by the industry—through its laundering and delivery of reusable linens, uniforms, towels, mats and other products for the healthcare, hospitality and industrial/manufacturing sectors. TRSA member companies' services minimize environmental impacts on air, water and solid waste disposal while reducing costs for millions of customers.



I. PROPOSAL EVALUATION CRITERIA Q&A

II.

A. Method of Approach

1. National Program. Provide a response to the program.

a. See Section 4.1.

b. Prudential Complies.

c. See Section 4.1.

2. Product Offering

a.

Prudential offers the rental, lease and direct purchase of the following items:

1.) Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; Hi-Visibility Shirts, Pants, & Coveralls.

Prudential offers the rental and cleaning of the following items:

2.) Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

Prudential offers the following items to complement our services:



3.) Ancillary Merchandise - Paper Dispensers, Dust Mop Handles, Wet Mop Handles, Hanger Racks, Rolling Garment Racks, Soil Locker Bin, 8 Bank Lockers, Garment ID Hangers Organizer, Hanger Racks, Mop Buckets, Scissor Rack Stand, Laundry Bags.

i. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.

ii. Prudential is offering the exact merchandise listed within the RFP

iii. Prudential included all discount in its original pricing. Prudential is willing to give the 2.5% rebate to the City of Tucson/National IPA.

b. Provide an overview of the unique technologies that are incorporated into your service products.

Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Another industry innovation is Prudential's recently introduced Garment Maintenance and Loss Program. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damage uniform charges were



Incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

c. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.

Please see Qualifications & Experience above.

d. Describe the range of men and women's sizes that you offer.

e.

Prudential will accommodate outsizes. Prudential's standard sizes for men are S-6XL on shirts and 28-54 on pants for men. Prudential's standard sizes for women are 6-26 on shirts and 2-24 on pants. Prudential's standard sizes are most of our competitors outsizes. This is an advantage for Prudential customers because there is no extra charge for the outsizes thus saving our customers money.

3. Service Offering

a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products under the City of Tucson's contract and national program.

Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; Hi-Visibility Shirts, Pants, & Coveralls.

Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

b. Describe your policy for monitoring defects and repairing/replacing defective clothing. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.

Prudential will replace defective dispensers, lockers, handles free of charge. If clothing is damaged there will be a damage charge assessed unless an insurance program is selected by the City.



Describe your method for dealing with incorrect orders when the City employee made an error, and also when the error was the fault of the Contractor.

If the City makes an error in ordering and no direct embroidery is involved Prudential will replace the order at no charge to the City. If there is direct embroidery the City will have to buyout that item. If Prudential makes an error in ordering we will replace at no charge to the City.

d. Describe how you will keep the City updated on all available catalogs. As future catalogs are released, how is the City notified? Are these available electronically?

Prudential will send the City the most updated catalog as they are updated.
www.Prudentialuniforms.com is electronic and has all of the Prudential merchandise listed.

4. Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.

Prudential will be the only company providing service to the City of Tucson.

5. Describe the offeror's website capabilities. Identify information customers can access via the offeror's website.

Prudential has an online store and customer portal accessible to our customers both which are on our website. Please see customer portal attachment for capabilities.

6. State any return and restocking policies.

There is no restocking fee or return fee for rental and lease merchandise.

7. Describe offeror's invoicing process. Provide a sample invoice. Indicate any customizations that can be made to invoices. Provide an offeror's representative and contact information for invoicing questions.

Please see sample invoice attached.

8. Describe offeror's delivery commitment.

Prudential has a 99% delivery rate. Our 2-D barcode along with our garment control list makes Prudential one of the best in the industry when it comes to delivery commitment.



9. Customer Service.

- a. Describe offeror's customer service commitment.
- b. Describe customer support available from the offeror. Include availability of call centers, their locations and hours. Include response time guarantees.
- c. Discuss the availability of a dedicated service representative or team, the services they provide and how they help the customer manage their account.
- d. Describe how the offeror approaches and solves customer disputes.
- e. Describe how offeror measures and tracks the success of its customer service
- f. Describe technical support available. Include the location of technical support centers and their hours.

Please see Qualifications & Experience above.

10. Warranty

- a. Describe the warranty period for proposed services.

Prudential warrants all merchandise that is in service.

- b. Submit offeror's warranty program

Prudential offers a service guarantee in written that guarantees merchandise and customer service.

11. Describe service request procedures.

Please see Qualifications & Experience above.

12. Describe offeror's green/sustainability program. Include information on green/sustainable policies, products and certifications.

Please see Qualifications & Experience above. Clean Green Certification.

13. Describe how offeror will maintain account security levels.

Prudential will secure the City of Tucson account through secure billing, uniform traceability, trained screened customer service representatives'.

14. Provide any additional services or products information that offeror intends to use under the contract.

B. Qualifications & Experience

1. Provide a brief history and description of your company.

Prudential Overall Supply is a privately held company founded in 1932 in Los Angeles, CA by John D. Clark. Prudential Overall Supply is currently guided by 2nd generation ownership, Dan Clark, Chairman of the Board. Prudential Overall Supply has 85 years of experience in the industrial laundry trade. When



our President, Tom Watts joined the company in 1975, we had 6 plants, 1 Service Center and 600 employees. Today we have 30 Plants, 14 Service Centers, and approximately 1,900 employees. The vast majority of our growth has been organic. Prudential has been servicing Pima County since the 1972.

• On April 11, 2017 Prudential Overall Supply celebrated its 85th anniversary. Prudential Overall Supply is the

largest family owned and independently operated industrial laundry company in the US.

- Prudential's clean room division, Prudential Clean room Services is internationally recognized as a leader in providing laundry delivery and processing services to customers manufacturing and operating in critical environments.

- Prudential's Clean Green Initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

- Ultimately, Prudential operates under a clear mandate: "Tell the customer exactly what we can and cannot do. Then, do everything we have promised and expect a fair price for our services. If we all do this, we will grow, retain our customers and prosper." John D. Clark, Founder, Prudential Overall Supply.

2. Provide the total number and location of sales persons employed by your company.

Please see Tucson organization chart attached and read question one above.

3. Provide a summarization of your experience in performing work similar to that outlined in this solicitation.

Prudential has performed work on many accounts with the same size and scope as the City of Tucson. Please see existing like accounts in section 4.1.

Provide a minimum of three state, political subdivision or school district references for which your company has provided services. Include the references' contact person, address, phone number and email address.

Please see Prudential references attached.

4. Provide information regarding if your organization ever failed to complete any work awarded.

Prudential has never failed to complete any award.



5. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization

None.

6. Provide the following information for the offeror's proposed site manager:

- a. Name: Mitch Cummins
- b. Office Phone Number: 520-294-3421
- c. Cell Phone Number: 520-979-1821
- d. Email Address: Mitchc@pos-clean.com
- e. Correspondence Address: 4240 S. Freemont, Tucson, AZ 85714

7. Provide an organization chart and the total number of employees in the Tucson area.

Please see attachment A the City of Tucson Organization Chart.

C. Price Proposal

1. Provide price proposal as requested on the Price Workbook attached herein for the City of Tucson and national program.

Please see Tab C Pricing Workbook.

2. Describe how future products will be priced so that they may be offered under the contract.

Future products will be discount according to the discount percentages listed in the Pricing Workbook.

3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if

payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

4. Will payment be accepted via commercial credit card? ☒ Yes ☐ No

a. If yes, can commercial payment(s) be made online? ☒ Yes ☐ No

b. Will a third party be processing the commercial credit card payment(s)? ☐ Yes ☒ No

c. If yes, indicate the flat fee per transaction \$_____N/A (as allowable, per Section 5.2.E of Visa Operating Regulations).

d. If "no" to above, will consideration be given to accept the card? ☒ Yes ☐ No

5. Does your firm have a City of Tucson Business License? ☒ Yes ☐ No

If yes, please provide a copy of your City of Tucson Business License.

Please see attachment C POS Tucson Business License.



Tab C - Cost/Price Proposal



CLEAN GREEN
TBA CERTIFIED

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.27	0.27	2.97	2.97	25.00
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.			0.27	0.27	2.97	2.97	25.00
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.36	0.36	3.96	3.96	27.25
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.			0.36	0.36	3.96	3.96	27.25
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.			0.108	0.108	1.188	1.188	10.25
6.	EA	Shirts, 65% Polyester - 35% Cotton, Short Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, Gray w/Red & White Stripes, Light Gray.			0.108	0.108	1.188	1.188	10.25
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.			0.15	0.15	1.65	1.65	15.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Size Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps. Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.			0.15	0.15	1.65	1.65	15.00
9.	EA	Shirts, Polo, 100% Spun Polyester Knit ribbed, hemmed sleeve, no curl collar, soft release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.			0.205	0.205	2.255	2.255	14.00
10.	EA	Shirts, Polo, 80% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.			0.15	0.15	1.65	1.65	11.60
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.			0.15	0.15	1.65	1.65	11.60
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.			0.33	0.33	3.63	3.63	23.00
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.			0.134	0.134	1.474	1.474	11.00
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickey's or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.			0.18	0.18	1.98	1.98	16.00
15.	PR	Pant, Painters, 100% Cotton. Color: White.			0.18	0.18	1.98	1.98	16.00
16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.			0.20	0.20	2.20	2.20	20.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
17.	EA	Patches - City Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	ONE-TIME COST		1.00	1.00	1.00	11.00	Waived on initial installation and up to 60 days thereafter.
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	ONE-TIME COST		0.50	0.50	0.50	5.50	Waived on initial installation and up to 60 days thereafter.
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".			0.20	0.20	0.20	2.20	1.74
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".			0.10	0.10	0.10	0.10	1.08
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.			0.05	0.05	0.05	0.55	0.40
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.			1.20	1.20	1.20	13.20	45.00
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, gray or brown.			1.20	1.20	1.20	13.20	45.00
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, gray or brown.			2.50	2.50	2.50	27.50	83.00
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, gray or brown.			1.95	1.95	1.95	21.45	71.00
28.	EA	Anti-Fatigue Mats, 2 1/2' x 3', nitrile rubber, black.			0.75	0.75	0.75	8.25	35.76
29.	EA	Scraper Mats, 3' x 5', skid resistant, black			0.90	0.90	0.90	9.90	50.00
30.	EA	Safety Mats, 3' x 5'			1.20	1.20	1.20	13.20	48.00

City of Tucson Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for City of Tucson items and will be verified.

Item	U/M	Description	Vendor ID/Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.			0.90	0.90	0.90	9.90	70.00
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeves to long sleeve garment permitted one-time per year per City employee.	ONE-TIME COST				1.00	0	N/A
GRAND TOTAL:							51,805	0	

City of Tucson Pricing - City Owned

	U/M	Description	Unit Cost	Extension
	EA	Weekly laundering of City-Owned Jacket, if required.	0.50	0.50
	EA	Weekly laundering of City-Owner Safety Vests, if required.	0.50	0.50
	EA	Application/Sewing of City-Provided Patches to Contractor-furnished clothing , if required.	1.00	1.00

City of Tucson Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats	0-50=20%, 51-200=35%.	0-50=15%, 51-200=25%.
Scraper Mats	0-50=20%, 51-200=35%.	0-50=15%, 51-200=25%.
Safety Mats	0-50=20%, 51-200=35%.	0-50=15%, 51-200=25%.
Flow - Thru Shower Mats	0-50=20%, 51-200=35%.	0-50=15%, 51-200=25%.
Bar Mats	0-50=20%, 51-200=35%.	0-50=15%, 51-200=25%.
<i>List other product categories not listed above and their corresponding discount</i>		

City of Tucson Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X % off each mop; 101-300 mops = X % off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops	30%	25%
Wet Mops	30%	25%
Handles for Mops	No Charge.	15%
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Mops	30%	25%

City of Tucson - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X % off each cloth; 101-300 cloths = X % off each cloth, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins	20 %	15 %
Bed Linens	N/A	N/A
Towels and Wiping Cloths	30 %	20 %
Industrial Towels	30 %	20 %
Towel Cans	N/C	20 %
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Towels	30 %	20 %
Restroom Paper Goods	25 %	25 %
Air Fresheners	25 %	25 %
Hand Soap	25 %	25 %

City of Tucson Pricing - Miscellaneous

State percentage discounts off for the following.

Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	25%
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Catalog(s) Name: 2017 Prudential Overall Supply Catalog

Catalog(s) Name:

Online Catalog Website: www.prudentialuniforms.com

Agency Owned Garment - Contractor Laundered	\$0.50 per garment.
Custom embroidering of logos and/or names	Embroidery is quoted by the number of stitches.
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	\$1.00 per garment.
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	\$1.00 per garment.
Application of a new patch or emblem to a garment, heat sealed or sewn.	\$1.00 per garment.
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	\$1.00 per garment.
Uniform color change per garment (e.g. change one shirt from grey to blue)	
Steam Tunneling garments	No Charge. Included with the service.
Pressing of garments	No Charge. Included with the service.
Garment Loss Protection Program	\$0.07 per garment.

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:

Garment Damage Protection Program	\$0.03 per garment
Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). This is Prudential's Flat Rate Plan.	\$0.12 per garment

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assed on a case by case basis.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

Prudential will assign a KAM(Key Account Manager) who will ensure that all custommers under this agreement price structure stays consisten with the pricing stated therein. Our KAM's recieves exception reports every week that will alert if any price or fee's are different than what is contracted. This is how we audit and control the customers account.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be accessed. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.

Describe how emergency requests for uniforms are handled.

a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day. Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible.

Items not specifically listed in catalogs are available under the contract as "specialty items."

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery <i>Indicate if Rental is not available in a category with "n/a"</i>		Purchase <i>Indicate if Purchase is not available in a category with "n/a"</i>	
	Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Shorts	35%	25%	30%	20%
Safety and Protective Wear (including Flame Resistant clothing)				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Arc Suit	35%	25%	30%	20%
Vests	35%	25%	30%	20%
Caps and Headwear	35%	25%	30%	20%

Corporate Casual Wear					
Accessories		35%	25%	25%	20%
Belts		35%	25%	25%	20%
Dresses		35%	25%	25%	20%
Jackets		35%	25%	25%	20%
Pants		35%	25%	25%	20%
Polo's and T-shirts		35%	25%	25%	20%
Sweatshirts		35%	25%	25%	20%
Shirts		35%	25%	25%	20%
Skirts		35%	25%	25%	20%
Slacks		35%	25%	25%	20%
Sweaters		35%	25%	25%	20%
Vests		35%	25%	25%	20%
Executive Wear					
Accessories		35%	25%	25%	20%
Belts		35%	25%	25%	20%
Blazers		35%	25%	25%	20%
Blouses/Tops		35%	25%	25%	20%
Dresses		35%	25%	25%	20%
Jackets		35%	25%	25%	20%
Neckwear		35%	25%	25%	20%
Pants		35%	25%	25%	20%
Shirts		35%	25%	25%	20%

Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%
Healthcare				
Lab Coats	35%	25%	25%	20%
Scrubs, top	35%	25%	25%	20%
Scrubs, pant	35%	25%	25%	20%
Chef and Kitchen Wear				
Aprons	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Chef Coats	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Chef Pants	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Food Service				
Aprons	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shorts	35%	25%	25%	20%

Skirts	35%	25%	25%	20%
Housekeeping				
Aprons	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts & Tunics	35%	25%	25%	20%
Outerwear				
Caps and Headwear	35%	25%	25%	20%
Coats	35%	25%	25%	20%
Gloves	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Sweat Shirts	35%	25%	25%	20%
Swimwear	35%	25%	25%	20%
Other:				
Laundry Racks	no-charge	no-charge	15%	n/a
<i>List other product categories not listed above and their corresponding discount</i>				

State the name of the Price List from which discounts shall be taken: POS 2017 Rental Merchandise Book
 Submit instructions on accessing your on-line Price List or Catalog with your proposal.

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X % off each mat; 51-300 mats = X % off each mat, etc.

	Rental with Weekly Delivery <i>Indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>Indicate if Purchase is not available in a category with "n/a"</i>
Anti - Fatigue Mats	0-50=20%. 51-200=35%.	0-50=10%. 51-200=20%.
Scaper Mats	0-50=20%. 51-200=35%.	0-50=10%. 51-200=20%.
Safety Mats	0-50=20%. 51-200=35%.	0-50=10%. 51-200=20%.
Flow - Thru Shower Mats	0-50=20%. 51-200=35%.	0-50=10%. 51-200=20%.
Bar Mats	0-50=20%. 51-200=35%.	0-50=10%. 51-200=20%.
<i>List other product categories not listed above and their corresponding discount</i>		

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X % off each mop; 101-300 mops = X % off each mop, etc.

	Rental with Weekly Delivery <i>indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>indicate if Purchase is not available in a category with "n/a"</i>
Treated Dust Mops	30%	25%
Wet Mops	30%	25%
Handles for Mops	No Charge.	15%
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Mops	30%	25%

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X % off each cloth; 101-300 cloths = X % off each cloth, etc.

	Rental with Weekly Delivery <i>Indicate if Rental is not available in a category with "n/a"</i>	Purchase <i>Indicate if Purchase is not available in a category with "n/a"</i>
Table Linens & Napkins	20 %	15 %
Bed Linens	N/A	N/A
Towels and Wiping Cloths	30 %	20 %
Industrial Towels	30 %	20 %
Towel Cans	N/C	20 %
<i>List other product categories not listed above and their corresponding discount</i>		
Microfiber Towels	30 %	20 %
Restroom Paper Goods	25 %	25 %
Air Fresheners	25 %	25 %
Hand Soap	25 %	25 %

National Pricing - Miscellaneous

State percentage discounts off for the following.

Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.

25%

Catalog(s) Name: 2017 Prudential Overall Supply Catalog

Catalog(s) Name:

Online Catalog Website: www.prudentialuniforms.com

Agency Owned Garment - Contractor Laundered

\$0.50 per garment.

Custom embroidering of logos and/or names

Embroidery is quoted by the number of stitches.

Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.

\$1.00 per garment.

Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.

\$1.00 per garment.

Application of a new patch or emblem to a garment, heat sealed or sewn.

\$1.00 per garment.

Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)

\$1.00 per garment.

Uniform color change per garment (e.g. change one shirt from grey to blue)

Steam Tunneling garments

No Charge. Included with the service.

Pressing of garments

No Charge. Included with the service.

Garment Loss Protection Program

\$0.07 per garment.

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:

Garment Damage Protection Program

\$0.03 per garment

Budget Protection Plan (Includes Loss, Damage, Preparation & Lettering Charges). This is Prudential's Flat Rate Plan.

\$0.12 per garment

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Turnaround time is between 2 to 4 weeks on initial install. Thereafter 5 to 10 days. Delivery Charge are based on the percentage of merchandise being delivered. We may not cover some remote areas. Remote areas will be assed on a case by case basis.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

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Describe how rental uniforms are amortized and how Replacement Charges are calculated.

damage items. If the GMLP program is not accepted at the inception of the program the replacement charge listed therein will be accessed. Prudential offers two other protection programs help fit the customers needs. The Budget Protection Program and the Garment Damage or Maintenance Program that is referenced above.

Describe how emergency requests for uniforms are handled.

a customer calls and has an emergency request for uniforms Prudential can usually turnaround that request within 24 hours providing that the uniforms requested are not abnormal size. If not the same day, Prudential's Key Account Managers are available 24 hours a day for those emergencies that need to be addressed as soon as possible.

Items not specifically listed in catalogs are available under the contract as "specialty items."

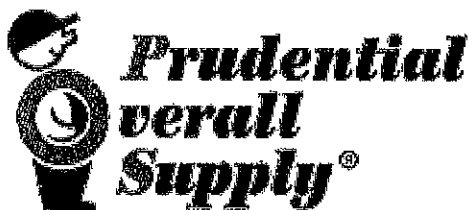


Tab D - Responses to Specifications

National IPA



CLEAN GREEN
YRSA CERTIFIED



2.13 Prudential Overall Supply Response to Exhibit A-2 National IPA National Cooperative Contract

Response & Exceptions to Exhibit A 1.0

(1.1) Scope of National Contract

As exhibit C states that either party can terminate after 30 days and any such fees that are owed to supplier are to be paid in full, if Public agency wants to cancel for any reason there will be a buyback to supplier to cover the initial investment of said account.

National IPA Response For National Cooperative Contract

- (1.2) Prudential welcomes National IPA help in marketing the Master Agreement. Prudential welcomes literature for its sales team in regards to the National IPA Master Agreement. When soliciting accounts Prudential will solicit new customers that are a part of the Master Agreement. Prudential will encourage existing customers upon their expiration to convert to the National IPA program. Prudential will offer 2.5% to flat fee to National IPA throughout the life of the Master Agreement.

Exhibit A 2.0

- (1.) Master agreement has received support of executive management team (2.) Will be utilized for all existing National IPA members, and marketed to all agencies. (3.) Existing customers will not be transitioned to Master Agreement until their contract has expired. At that time piggy backing is then allowed. In our industry current contracts can't be interrupted because there is a certain value that must be recouped called ROI. (4.) Prudential Overall Supply reserves the right to make some changes to the Administration Agreement. Prudential agrees to offer the Master Agreement to agencies that are in our coverage area that aren't existing customers with valid agreements with Prudential Overall Supply. Prudential will agree to pay National IPA a certain percent on a contract by contract basis, not limited to the size of such account and the locality in which it relates to delivery area. Prudential will identify an executive corporate sponsor and will assign a KAM (Key Account Manager) to oversee the Master Agreement.

Prudential cannot promise that the Master Agreement is the lowest pricing due the fact that pricing is based on volume as seen in the workbook table for pricing. Therefor Prudential will work with National IPA to get the best pricing for the for National IPA as it relates to continual contract sales. Prudential cannot match lower pricing through a national, state or regional offer from another company but will offer the National IPA pricing that Prudential has set forth in this response to all National IPA members.

Prudential is committed to marketing the Master Agreement. Prudential is also committed to provide our sale force with all of the resources possible to promote the Master Agreement. We will participate in training, webinars etc. from National IPA to gain the necessary knowledge in order to promote the Master Agreement. Prudential will compensate it sale force for sales made to public agencies and offer incentives.

Exhibit Supplier Qualifications 3.0

(3.1) Company

A.) Prudential Overall Supply is a privately held company founded in 1932 in Los Angeles, CA by John D. Clark. Prudential Overall Supply is currently guided by 2nd generation ownership, Dan Clark, Chairman of the Board. Prudential Overall Supply has 85 years of experience in the industrial laundry trade. When our President, Tom Watts joined the company in 1975, we had 6 plants, 1 Service Center and 600 employees. Today we have 30 Plants, 12 Service Centers, and approximately 2150 employees. The vast majority of our growth has been organic.

On April 11, 2017 Prudential Overall Supply celebrated its 85th anniversary. Prudential Overall Supply is the largest family owned and independently operated industrial laundry company in the US.

Prudential's cleanroom division, Prudential Cleanroom Services is internationally recognized as a leader in providing laundry delivery and processing services to customers manufacturing and operating in critical environments.

Prudential's Clean Green Initiative is recognized as an industry leading example of the benefits of reusable textile products versus disposables and On Premise Laundries. This initiative aligns with our Company's core values. Prudential has taken significant strides in resource conservation and meeting pollutant reduction goals through this process.

Ultimately, Prudential operates under a clear mandate: "Tell the customer exactly what we can and cannot do. Then, do everything we have promised and expect a fair price for our services. If we all do this, we will grow, retain our customers and prosper." John D. Clark, Founder, Prudential Overall Supply.

B.) The number of locations is 30 locations. The number of sales people is 80. Please see ASN total network coverage attached.

C.) The number of service centers is 12 locations.

D.) Annual sales 2014=158,000,000, 2015= 170,999,000, 2016=181,000,000.

E.) FEIN # 95-153681 Dunn & Bradstreet # 02-857-9803.

Distribution, Logistics 3.2

A.) Prudential Overall Supply can distribute product and services to the following areas: Alabama, Arizona, California, Colorado, Jacksonville FL, Georgia, Maryland, Missouri, Nevada, New Jersey, New Mexico, North Carolina, South Carolina, Tennessee, Austin, El Paso, & San Antonio TX, Virginia, West Virginia. This is Prudential primary coverage area. Through our 30 plants and 12 services Prudential is very well equipped to service these areas of the nation.

B.) Prudential's ASN network and affiliate members gives Prudential nationwide coverage. Through Prudential's ASN network there is one sole agreement that all affiliates abide by. This ensures that standardization is guaranteed nationwide. Prudential is the founding member of the ASN Network. Through acquisition Prudential continues to grow its foot print throughout the country. Prudential acquired Coyne Textile along the eastern seaboard in January 2016. ASN Affiliate Members include: Ace Imagewear, Ace Uniforms, American Wear Uniforms, Clean Uniforms, Clothes Clinic Linen & Uniform Rental, Domestic Uniforms, Phelps Uniforms, Walker's Uniforms & US Linen and Uniforms. See Attachment "B" Prudential's ASN Partners Contact List.

C.) Prudential has 30 plants and 12 services. Prudential will service all of their locations direct without the need for any other vendor to service such areas.

D.) There is a damage charge that is associated with items return which are damaged and a lost charge associated with items that are beyond repair or if it is never returned in upon termination from an employee. The buyback or restocking fee applies to the accounts who cancel for any reason before the term of the contract is fulfilled. If the Garment Maintenance Program is selected there will be no charge for damage or loss garments.

E.) The full line of products and services provided by Prudential are as follows:

Prudential offers the rental, lease and direct purchase of the following items:

- 1.) Uniforms - Men's & Women's Work Shirts, Pants, Shirts, Jackets & Coveralls; Cotton Jeans; FR Jeans; Denim Shirts; Cotton Shirts, Pants & Coveralls; Executive Shirts & Pants; Flame Resistant Shirts, Pants & Coveralls; Unisex Scrubs Tops & Bottoms; Lab Coat, Short Lab Coat, ESD Lab Coat, ESD Short Lab Coat; Warm Up Jackets, Work Jackets, Flame Resistant Jackets; Surgical Gown, Barrier Gowns; Men & Women Toppers; Chef Coats, Cook Shirts & Cook Pants; HACCP Shirts, Pants & Lab Coats; Polo Shirts; Hi-Visibility Shirts, Pants, & Coveralls.

Prudential offers the rental and cleaning of the following items:

- 2.) Dust Control - Aprons; Napkins; Micro-Fiber Towels, Shop Towels, Glass Towels, Bar Towel, Grill Pads, Wash Cloths, Bath Towels, Dish Towels, Huck Towels, Printer's Towels, Machinist Towels, Fender/Seat Cover; Micro-Fiber Mops; Microfiber High Reach Dusters; Dust Mops, Wet Mops; Appearance Mats, Scraper Mats, Anti-Fatigue Mats, Logo Mats, Safety Mats, Welcome Mats, Flow-Thru Mats; Restroom & Paper & Soap Supply, Restroom Chemicals, Urinal Screens & Air Fresheners.

Prudential offers the following items to complement our services:

- 3.) Ancillary Merchandise - Paper Dispensers, Dust Mop Handles, Wet Mop Handles, Hanger Racks, Rolling Garment Racks, Soil Locker Bin, 8 Bank Lockers, Garment ID Hangers Organizer, Hanger Racks, Mop Buckets, Scissor Rack Stand, Laundry Bags.

Marketing and Sales 3.3

A.) Prudential has a Implementation plan for new multi-location accounts. Prudential will put together it's TMT(Transition Management Team for each account that is added to the Master Agreement.

- i.) Executive leadership team has approved the endorsement and the sponsorship of the award as the public sector go-to-market strategy within the first 10 days.
- ii.) Prudential will welcome material from National IPA but will do its own training in regards to its sales force.

B.) Prudential will share with National IPA its current implementation program with National IPA and is willing to listen to what National IPA strategy is to market the Master Agreement. Prudential will participate in the coverage area of the nation stated above within this response.

- i.) Prudential will support to National IPA doing a press release. Prudential will also do press releases as well.
- ii.) Prudential does not display contract details or publish them for everyone to see besides who the agreement is intended for. For example if it will only share the National IPA agreement with National IPA members. Contact information of Prudential contact on National IPA site is allowed.
- iii.) Prudential will work with National IPA to come up with some marketing material. Prudential and National IPA marketing departments can work hand in hand to develop the best marketing campaign.
- iv.) Prudential will agree to participate in trade shows.
- v.) Prudential will participate in NIGP Annual forum.
- vi.) Comply.
- vii.) Comply.
- viii.) Comply.

C.) Prudential has an implementation plan that will guarantee a smooth transition however existing public agency customers of Prudential must wait until their current contract expires before we can transition them to the Master Agreement provided that they are a member of National IPA. Prudential cannot disclose any of its cooperative contracts as to the ownership of the agreements are between the customer and Prudential. But if National IPA provides a list of such said members upon expiration of existing agreements Prudential can release such information to National IPA as there isn't a ownership in place anymore. Currently National IPA is Prudential's only cooperative. Prudential is focused and committed to the growth of this cooperative agreement with National IPA.

D.) Comply.

E.) I thru IV Comply.

F.) Comply with the I thru III as long as Prudential trains its own sales people and it does it on Prudential scheduled time.

- G.)
- I. Marketing Contact: Jerry Martin VP of Marketing (949)250-4855.
 - II. Sales Contact: Sam Ross National Account Executive (949) 237-0895.
 - III. Financial Reporting Ashley Carroll Key Account Manager (949) 250-4855.
 - IV. Sales Support Sam Ross National Account Executive (949) 237-0895.
 - V. Contracts Sam Ross National Account Executive (949) 237-0895.

H.) Our national sales team has a Sr. National Account Executive. His name is Sam Ross contact information is listed above. He handles all of the National Accounts. He is responsible for pricing and RFP responses and putting together national programs for companies. Eva Cesario is our National Direct Sales Executive. Her contact information is (949) 250-4855. Dean Killion is the Director of Sales.

I.) Our national sales team is very hands on in regards to working with clients. Both National Account Executive & National Direct Sales will work closely with National IPA to strategize and come up with creative marketing plan to promote growth within the spirit of Prudential beliefs. We will have an Initial meeting to make sure we are headed in the right direction. We will set up follow conference calls to follow on the growth. We will also be able to have electronic reporting call exception reports to ensure that the Master Agreement stays in tact as growth occurs.

J.) Prudential's management of national accounts consists of a combination of personnel from our various processing plants and our corporate national accounts' section. Management of the National IPA accounts that we are proposing in this response would be accomplished utilizing our long time established Major Account Management Program. This program is structured as follows:

Your account would be designated a Multi 1 account internally within Prudential Overall Supply, and we would designate a single Key Account Manager for all your locations. This designation as a Multi 1 account would activate the following internal actions at all your locations:

1. Standardize all pricing and merchandise at all locations in accordance with our agreement.
2. It would automatically prohibit any pricing change or the addition of any merchandise not listed on the agreement at the local service area.

3. It would automatically generate a requirement for a semi-annual on site management visitation from our servicing plants management team.

The responsibility highlights of Prudential's Key Account Manager are:

1. The KAM would be National IPA corporate primary point of contact for contractual or service issues.
2. Is responsible for the overall management of all National IPA locations.
3. Will work directly with National IPA corporate Account Administrator.
4. Would be responsible for providing any requested management reports to National IPA corporate.

We currently manage national accounts with our Key Account Manager A New accounts are installed in a timely fashion from 2 to 4 weeks depending upon the size of the account. If there are out sizes it may delay install by a couple of more weeks.

Prudential's Customer Portal is the support tools that help you effectively manage your account. Our website will include an Account Management portal allowing you to make service adjustments as you deem necessary. Additionally, changes include improved invoice layout, electronic invoice delivery, and on the spot invoice adjustments.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Prudential's Garment Maintenance and Loss Program is a huge value add to our customers. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damage uniform charges were incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

- K.) Prudential currently service \$1,456,000.00 annually with in municipality agreement that are able to use the City of Tucson/NIPA cooperative agreement now. Prudential currently holds another 3,500,000.00 in annually revenue that can take advantage of the City of Tucson/NIPA in the near future . Prudential has been very successful working with cooperative BDM's to transition over our existing customers to the cooperative agreement once their agreements have expired with Prudential. The following municipalities are ready to transition to a cooperative now:

Participating Agency Name
Orange County Fire Authority
Laguna Beach County Water
Irvine Ranch Water District
City of Palm Desert
CITY OF TUCSON
Washington Suburban Sanitary Commission Coyne
City of Hermosa Beach
City of Cedar Park
City of Tucson
City of Roseville
Indio Juvenile Hall
North of the River Recreation and Park District
City of Santa Clarita
City of Long Beach
Orange County Sanitation District
County of San Diego
District of Columbia, Public Works
City of Thousand Oaks
City of Lincoln
University of New Mexico
City of Anaheim
Pinetop Lakside Public Works
Neighborhood Healthcare
City of Oxnard- Maintenance

- L.) Prudential Overall Supply Customer Portal has the following standard functions: Search and View Wearers Inventory, View all Wearers, View Scanned Items Reports, Financial Reports, & Invoicing. Our Customer Portal will include an Account Management allowing you to make service adjustments as you deem necessary. Additionally, changes include improved Invoice layout, electronic invoice delivery, and on the spot invoice adjustments. Prudential can tailor special reports and the Customer Portal to meet the customer's specific needs.

Your Customer Sales Representative will now carry a TrakPro™ PDA to facilitate any service adjustment requests. Our new digital method of managing your account allows us to quickly and securely store your service information. The invoice is completed on the PDA, allowing your CSR to make requested adjustments on-site. An authorized signature is then captured on the PDA.

The TrakPro™ PDA Features Include:

- Add employees within your account
- Increase/Decrease your product inventory
- Size changes, product changes, and repairs
- Request Samples
- View Invoice details
- Digitally capture your signature
- Invoice settlement

Another industry innovation is Prudential's recently introduced Garment Maintenance and Loss Program. This program was introduced to provide consistent billing for our customers by eliminating fluctuations, or unforeseen expenses, when lost or damage uniform charges were incurred. This program has been well received by our customers by making charges for lost and damaged uniforms a thing of the past.

M.) Prudential can offer 2.5% of contract sales to National IPA throughout the life of the Master Agreement.

N.) In the event that a public agency solicits Prudential services and they are not a part of National IPA, Prudential reserves the right to use or not use National IPA Master Agreement pricing.

- i. Always.
- ii. Comply.
- iii. Comply.
- iv. Comply.

Prudential strategies when responding to a solicitation that is an National IPA member is to use the Master Agreement price structure at all times.

Response Exceptions to Exhibit B Terms And Conditions

- 1.) Comply.
- 2.) There are some changes to Master Agreement.
- 3.) Comply.
- 4.) National IPA acts as contract administrator for National IPA Master Agreement and its certified customers.
- 5.) Although National IPA makes no guarantees on minimum purchases by Participating or Principal Public agency Prudential will require that some type of minimum purchase must be met in order to execute a contract.

Term of Agreement

6.) If a Principal Public Agency or Participating Public Agency breach the Master Agreement by nonpayment or by not compiling to items listed in paragraph 5 to Supplier, Supplier is not obligated to compensate National IPA for such loss business for the term of the Master Agreement. Only accounts that are in good standard with supplier National IPA will be compensated for.

6a.) Prudential shall have the right to enter local service agreements with agencies piggybacking the CITY OF TUCSON/National IPA contract so long as the effective date of the service agreement is prior to the expiration of the City of Tucson contract. All local service agreements established in the last three years of the CITY OF TUCSON/National IPA contract shall terminate on or before the 30th month after the City of Tucson contract expiration. National IPA shall receive an administrative fee, as outlined in the Administration Agreement, through the entire term of any local service agreements.

National Promotion

7.) Prudential will promote the availability of the Master Agreement with public agencies that are aren't engaged in a current agreement with supplier.

8.) In order for Supplier to service under Master Agreement public agency must be certified with National IPA.

9.) Prudential doesn't have a problem with marketing but must get approval for such marketing where a cost is associated to Prudential. Prudential marketing is budgeted the previous year for the current year.

Quarterly Fees & Monthly Reporting

10.) Prudential will offer National IPA 2.5% throughout the life of the Master Agreement.

11.) Prudential will not be held financially responsible for audits performed by National IPA on Prudential.

12.) Prudential can pay administration fees quarterly.

13.) Prudential produces exception reports weekly to catch any discrepancy from billing and contract pricing.

General Provision

14.) Prudential agrees to the Master Agreement for National IPA except what is stated in this response.

15.) Comply.

16.) Comply.

17.) Comply.

18.) Comply.

19.) Comply.

20.) Comply.

Exhibit E

Prudential prefers to do quarterly reports.

Exhibit F

Prudential coverage area is what is stated in this response to National IPA Distribution, Logistics 3.2.

Excel Pricing Workbook

Discounts are listed according to the example formulas provided by National IPA in the tabs.

National Pricing is the same as pricing for Principal CITY OF TUCSON.



Tab E - Appendices

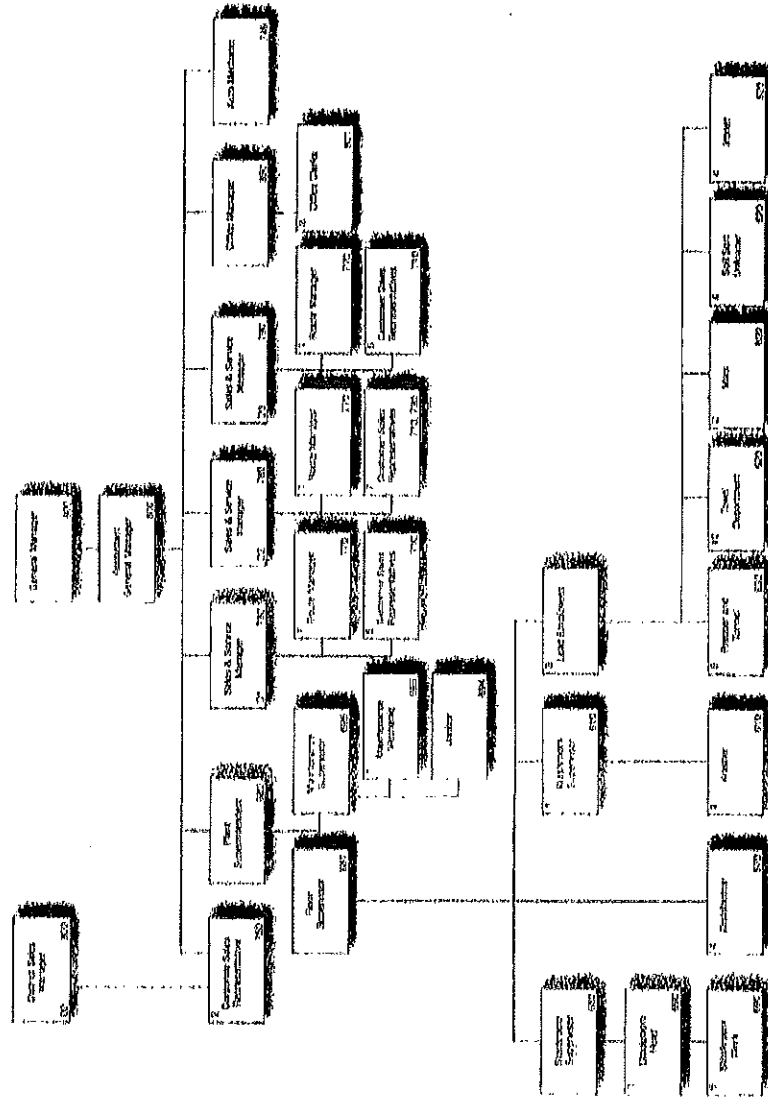


CLEAN GREEN
TSA CERTIFIED

ATTACHMENT "A"

PRUDENTIAL'S ORGANIZATION CHART TUCSON

Prudential Overall Supply
Tucson Industrial Plant
Phase 21





88 Fulltime Tucson Employees



CONFIDENTIAL INFORMATION
REMOVED

ATTACHMENT "C"

PRUDENTIAL'S CITY OF TUCSON BUSINESS LICENSE

	<p>City of Tucson License Certificate</p>	<p>Business Name and Tucson Mailing Address: PRUDENTIAL OVERALL SUPPLY INC PO BOX 11210 SANTA ANA CA 92711-1210</p>	<p>License Number: 0082268 Type: Coin-Operated Laundries and Drycleaners Issue Date: January 20, 2017 Expiration Date: December 31, 2017</p>	<p>Owner: - PRUDENTIAL OVERALL SUPPLY INC</p>	<p>This license/permit is non-transferable and must be posted in a conspicuous place in the business location. THIS LICENSE/PERMIT SHALL NOT BE CONSIDERED AS PERMISSION TO OPERATE IN VIOLATION OF ANY LAW OR REGULATION.</p>	<p>RECEIVED</p>	<p>PROHIBITED JAN 31 2017 By AP</p>	<p>CITY OF TUCSON, ARIZONA FINANCE DEPARTMENT REVENUE DIVISION - LICENSE Expiration Date: December 31, 2017</p>		<p>Non-Transferable 0082268 MUST BE DISPLAYED IN A CONSPICUOUS PLACE</p>	<p>Business License</p>	<p>For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson. Tax according to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.</p>	<p>Issued To: PRUDENTIAL OVERALL SUPPLY INC</p>	<p>Located At: 4940 S FREMONT AV, TUCSON, AZ 85714</p>	<p>Effective: January 01, 2017</p>	<p>Please refer to license number in all correspondence.</p>	<p>By: <i>Robert L. Leland</i> CITY ASSISTANT CITY MANAGER</p>
---	---	---	---	--	---	------------------------	--	---	--	---	--------------------------------	---	---	--	------------------------------------	--	--



ATTACHMENT "D"

PRUDENTIAL'S UNIFORM CLASSIFICATION

1. Class 1 - Perfect: Perfect garments, which may or may not be new. No stains, mends, repairs or discoloration. Used for those customers who meet the public, supervisory personnel and those who are in general manufacturing and allied industries where the risk of damage would be slight. Example: Service writers, route drivers, supervisors, and small business owners. Exceptions must be approved by General Manager.
2. Class 2 - Stock; Stock garments. Light stains, light mend. No spots noticeable from more than 5 feet, no repairs greater than one inch in length, no more than 3 small repairs per pair. Minimal color loss through age and may have lost some body or shape. Use for those customers who do average work where the rate of wear and tear, and the risk of damage will be normal. For customers who do not work with permanent soiling materials such as glues, resin or paints. Example: Service station attendants, general factory employees.
3. Class 3 -Utility: Utility garments. Color of utility garments is not guaranteed. Stains and mends little life left. Repairs up to 3 inches in length. May have permanent stains. Used for those customers where the risk of damage would be great and no damage responsibility is established. Example: Radiator and plating shops, acid plants, steel plants, roofers, carpet layers, and tire shop personnel.

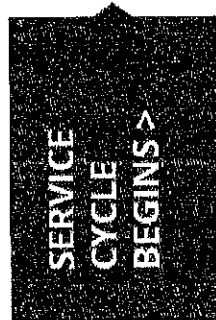


ATTACHMENT "F"

PRUDENTIAL'S SERVICE CYCLE

COMPLETE SERVICE CYCLE

COMPLETE SERVICE CYCLE

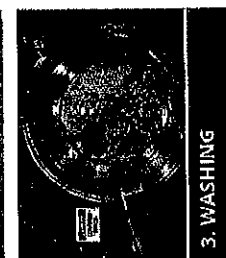


Your customer Sales Representative carries a device to facilitate any service adjustment requests. Our light meter of measuring your account allows us to quickly and securely store your service information.

The invoice is completed on the device allowing your Cx to make requested adjustments on-site. An authorized signature is then captured.



- Type of fabric
- Type of soil
- Special process needs.



- We process by soil classification.
- Computerized water wash equipment.



The drying process is conducted by utilizing energy efficient equipment calibrated to gain maximum garment life.



We individually press industrial as well as executive shirts with our traditional form press method:

- Reduces the wrinkles
- Detailed finish to the collar.
- Superior method of pressing



The garment repair stations are located within the flow of the press line. The eye opener repair tag allows your employee to point out specific repair and service needs. The tag is attached to the garment throughout the cleaning process to ensure your repaired garments are delivered the following week. You remove the tag to insure the repair was completed properly.



Prudential employs final repair Super Inspectors to assure 100% complete delivery.



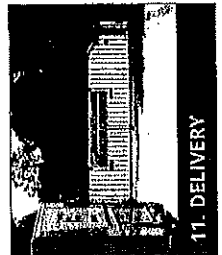
By your account number, delivery day, route and employee ID numbers.



- We individually press all executive pants with taper and leg presses
- Minimizes wrinkles
- Defines the creases.



The garments are delivered by the Customer Sales Representative to your location. The garment barcode verifies that what was picked up is delivered as promised: cleaned, pressed and repaired.



"Is there anything else I can do for you today?"



ATTACHMENT "F"

PRUDENTIAL'S SERVICE CYCLE

1. Garments are picked inspected for repairs and accounted for.
2. They are then taken back to the Prudential plant to be soiled sorted according to classification.
3. They are then placed into the right batch to be washed by a pre-determined formula and then by the total weight of the load for maximum efficiency in the wash cycle.
4. They are then taken to the dryer for drying according to the drying classification.
5. Pants are then taken to the pant press for pressing at no additional charge to the customer.
6. Shirts are then taken to shirt press for pressing at no additional charge to the customer.
7. Shirts & Pants are then taken to the In-Line repair station for repairs if needed which is done in house for garment traceability.
8. Then garments are scanned by their 2-D Barcode which routes the garments by day, account number and then employee number.
9. Then all garments run through the Super Inspector that inspects for repairs and quality that weren't identified by the customer or the Prudential CSR.
10. Once garments pass the Super Inspector inspection they are routed to the customer service representative trucks for distribution by day, account number and then employee number.
11. The Prudential Customer Service Representative delivers the clean merchandise to the customer and the Prudential Service Cycle starts all over again.



ATTACHMENT "H"

PRUDENTIAL'S SAMPLE INVOICE



INVOICE

Page 1 of 1

Plant's Location: 4240 South Fremont Ave., Tucson, AZ 85714
 Remit Payment: PO BOX 11210, Santa Ana, CA 92711-1210
 Telephone: 520-294-3421 Fax: 520-294-7952
 Customer Sales Rep: JENN MEYERS

Invoice Number: 210989810
 Invoice Date: 05/23/2017

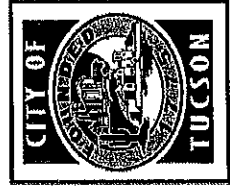
Deliver To: 22128508
 FIRE STATION 1
 255 W. ALAMEDA, 6TH FLOOR
 TUCSON, AZ 85710

Bill To: # 167426
 CITY OF TUCSON FIRE DEPARTMENT
 720 E. AJO WAY
 TUCSON, AZ 85713

Wearer	Description	Mdse.	Product Description	Service	Bi	Unit	Charge	Amount
		9033	MAT 30X5 BROWN	Rent	2	2.00	4.00	4.00
		9043	MAT 4X6 BROWN	Rent	2	4.00	8.00	8.00
		9792	18X18 PURPLE SHOP TOWEL	Rent	100	0.09	9.00	9.00
		9315	PERFORMANCE DUST MOP-BLUE 50"	Rent	5	1.00	5.00	5.00
24	JOHN	7842-44	NAVY WORK SHIRT	Rent	11	0.20	2.20	2.20
24	JOHN	7344-44	NAVY WORK PANT	Rent	11	0.2	2.20	2.20
			Tax		1	0.000		
			Service Total			\$		30.40
			Sales Tax			\$		
			Invoice TOTAL			\$		30.40

PO NUMBER

This invoice is in accordance with your Service Rental Agreement. Please forward to your Accounts Payable Department.
 Payment Terms: 30 days from invoice date or upon receipt of monthly statement. Thank you for the opportunity to serve!



ATTACHMENT "K"
PRUDENTIAL'S CUSTOMER PORTAL

CUSTOMER PORTAL

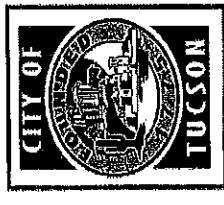


ATTACHMENT "K" CONT.
PRUDENTIAL'S CUSTOMER PORTAL



ABS Customer Portal

Financial, Garment and Scan Reporting



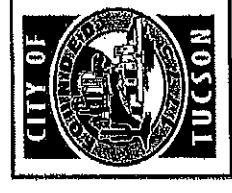
ATTACHMENT "K" CONT.

PRUDENTIAL'S CUSTOMER PORTAL



Available Functions:

- Search and View Wearers Inventory
- View all Wearers
- View Scanned items Reports
- Financial Reports
- Invoice Accessibility



ATTACHMENT "K" CONT.



PRUDENTIAL'S CUSTOMER PORTAL

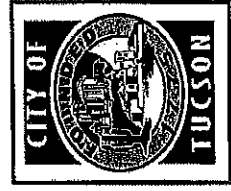
Web Enabled Reporting

02/18/2013 09:42:20 A

150 150 Los Angeles (Cleanroom)

Wearer Inventory

Sort Order		Department												
Show Wearers		All												
Customer: 4157806		City of Tucson												
Department: 1														
Wearer: 105		SHOP COAT LTBL												
Function: 1														
		: 1 Cupboard / Locker : : : Adrain Number : : : Cost center : : : End Date : : : Finishing Method : : : Emblem template : :												
Description		Size	Max Inventory	Chang. p/week	Circ. Inv	Modifi. caton	Start Date	End Date	Finishing Method	Emblem template				
UNISEX LAB COAT LONG - C-3 - L		LG	47	47	44	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - L		MED	31	31	30	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - L		XLG	87	87	92	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - L		2XLG	55	55	56	0	07/01/2010	-	-	-				
Total products per Employment		1	220		222									
Wearer: 105		SHOP COAT YELLO										: : : Cupboard / Locker : : : Adrain Number : : : Cost center : : : End Date : : : Finishing Method : : : Emblem template : :		
Description		Size	Max Inventory	Chang. p/week	Circ. Inv	Modifi. caton	Start Date	End Date	Finishing Method	Emblem template				
UNISEX LAB COAT LONG - C-3 - Y		LG	14	14	14	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - Y		MED	9	9	9	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - Y		SM	3	3	4	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - Y		XLG	14	14	22	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - Y		2XLG	9	9	9	0	07/01/2010	-	-	-				
UNISEX LAB COAT LONG - C-3 - Y		3XLG	4	4	4	0	07/01/2010	-	-	-				
Total products per Employment		1	53		62									
Total products per Department		1	273		284									
Total products per Customer		41578062	273		284									



ATTACHMENT "K" CONT.

PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting

Garments Per Wearer

Sort Order
Show Modifications
Show Flags
Show Wearers

Department
No
No
All

Customer: 41578062
Department: 1

RAYTHEON E03/P1430

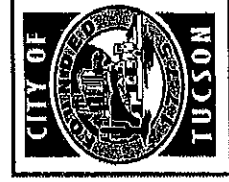
Wearer: 5
Function:

City of Tucson

Date Active : 07/01/2010
Date Inactive :

Item: 1
Number: Cupboard/Locker:
Cost Center: Garment dispenser:

ID Code	Product Code	Description	Size	Seq. No.	Issue Date	Number of W Rep	Last Scan Date	Issue Reason	Cust. Own
1590000000575372	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	42	2	02/13/2013	R1	N
1590000000575374	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	35	0	07/11/2012	R1	N
1590000000575375	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	1	0	09/22/2006	R1	N
1590000000575376	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	29	0	02/06/2013	R1	N
1590000000575377	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	33	0	11/27/2012	R1	N
1590000000575379	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	41	0	11/27/2012	R1	N
1590000000575380	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	19	0	11/10/2010	R1	N
1590000000575381	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	22	0	02/29/2012	R1	N
1590000000575382	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	11	0	05/28/2009	R1	N
1590000000575383	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	38	1	12/28/2012	R1	N
1590000000575384	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	22	0	02/01/2011	R1	N
1590000000575385	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	4	0	07/13/2007	R1	N
1590000000575388	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	34	0	01/30/2013	R1	N
1590000000575389	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	33	0	06/20/2012	R1	N
1590000000575390	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	17	0	06/02/2009	R1	N
1590000000575391	UNISEX LAB COAT LONG - C-3 - L	MED	1	09/20/2006	27	0	07/25/2012	R1	N



ATTACHMENT "K" CONT.

PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting

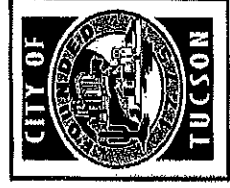
02/16/2012 12:16:03 PM

Extended Scan Report per Wearer

Customer : 3026315
Department : 1
City of Tucson

Wearer	ID-code	Product	Size	Transaction	Scan Date	Year	Week	Day	Time
2	FRANCIS ALONSO 0800004945178	WRAP AROUND SMOCK-NAVY 65/65	L Regular 55	Assigned via Issue from Stock with WO Outscan via Outscan Work Order Batch	02/08/2011	2011	7	TU	07:25:13
				In Circ by Delivery Assigned Item	02/08/2011	2011	7	TU	07:25:50
				In Circ by Start Date Assigned Item	02/11/2011	2011	7	FR	20:44:58
4	JESUS ARROYO 080000419484 080000708480	UNISEX LAB COAT LONG-80/20/PC3 UNISEX LAB COAT LONG-90/20/PC3	48 Regular 4 48 Regular 4	Return to Stock Assigned via Issue from Stock with WO Outscan via Outscan Work Order Batch	07/25/2011	2011	31	MO	08:45:38
				In Circ by Delivery Assigned Item	07/25/2011	2011	31	MO	07:43:05
				In Circ by Start Date Assigned Item	07/25/2011	2011	31	MO	08:08:02
8	LEW BERGEN GERHARD 080000423545 080000423546 080000423547 080000423548 080000423549 080000423550 080000423552	WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65	3XL Regular 3XL Regular 3XL Regular 3XL Regular 3XL Regular 3XL Regular 3XL Regular	Return to Stock Return to Stock Return to Stock Return to Stock Return to Stock Return to Stock Return to Stock	05/24/2011 05/24/2011 05/24/2011 05/24/2011 05/24/2011 05/24/2011 05/24/2011	2011	22	TU	07:23:28
				In Circ by Delivery Assigned Item	05/24/2011	2011	22	TU	07:27:06
				In Circ by Start Date Assigned Item	05/24/2011	2011	22	TU	07:27:12
				Assigned via Issue from Stock with WO Outscan via Outscan Work Order Batch	05/24/2011	2011	22	TU	07:28:41
				In Circ by Delivery Assigned Item	05/24/2011	2011	22	TU	07:28:59
				In Circ by Start Date Assigned Item	05/24/2011	2011	22	TU	07:27:31
				Assigned while In Circ	05/24/2011	2011	22	TU	07:27:30
32	JUAN ELIAS 080000419248 080000720682	WRAP AROUND SMOCK-NAVY 65/65 WRAP AROUND SMOCK-NAVY 65/65	XXL Regular XXL Regular	Assigned while In Circ Assigned via Issue from Stock with WO Outscan via Outscan Work Order Batch	08/22/2011 08/22/2011	2011	35	MO	08:01:16
				In Circ by Delivery Assigned Item	08/22/2011	2011	35	MO	07:19:01
				In Circ by Start Date Assigned Item	08/22/2011	2011	35	MO	07:55:07
				Assigned while In Circ	08/22/2011	2011	35	MO	07:55:06
				In Circ by Delivery Assigned Item	08/22/2011	2011	35	FR	21:23:49

NO MAGNETIC COPIES



ATTACHMENT "K" CONT.

PRUDENTIAL'S CUSTOMER PORTAL



Web Enabled Reporting
Invoice Accessibility



Plant's Location: 4240 South Fremont Ave., Tucson, AZ 85714
Remit Payment: PO BOX 11210, Santa Ana, CA 92711-1210
Telephone: 520-294-3421 Fax: 520-294-7952
Customer Sales Rep: JENN MEYERS



INVOICE

Page 1 of 1

Invoice Number: 21098810
Invoice Date: 05/23/2017

Deliver To: 22133608 FIRE STATION 1
255 W. ALAMEDA, 6TH FLOOR
TUCSON, AZ 85710

Charge **Bill To: # 167426**
CITY OF TUCSON FIRE DEPARTMENT
730 E. AJO WAY
TUCSON, AZ 85713

Wearer	Description	Mdse.	Product Description	Service	Qt	Unit	Charge	Amount
		9033	MAT 3X5 BROWN	Rent	2	2.00		4.00
		9043	MAT 4X6 BROWN	Rent	2	4.00		8.00
		9792	TEXAS PURPLE SHOES TOWEL	Rent	100	0.08		9.80
		9315	PERFORMANCE DUST MOP BLUE 50"	Rent	5	1.00		5.00
24	JOHN	7542-44	NAVY WORK SHIRT	Rent	11	0.20		2.20
24	JOHN	7544-44	NAVY WORK PANT	Rent	11	0.2		2.20
				Tax			0.000	
				Service Total		\$		30.40
				Sales Tax		\$		
				Invoice TOTAL		\$		30.40

PO NUMBER

This invoice is in accordance with your Service Rental Agreement. Please forward to your Accounts Payable Department.
Payment Terms: 30 days from invoice date or upon receipt of monthly statement. Thank you for the opportunity to serve.



CONFIDENTIAL INFORMATION

REMOVED

ATTACHMENT "N"

TRANSITION PLAN FOR CITY OF TUCSON



ATTACHMENT "N" CONT.

TRANSITION PROCESS



ATTACHMENT "N" CONT.

- Defined schedule for CITY OF TUCSON
- CITY OF TUCSON Transition Management Team timeline:

Critical issues that will be addressed in the Transition Management Team process.

- Customized Transition Process
- Communication of the Managed Program all key personnel
- Validate and lead times inventory requirements
- Conducting individual location walk-through to identify service requirements
- Approval of TMT plan
- Define CITY OF TUCSON key contacts

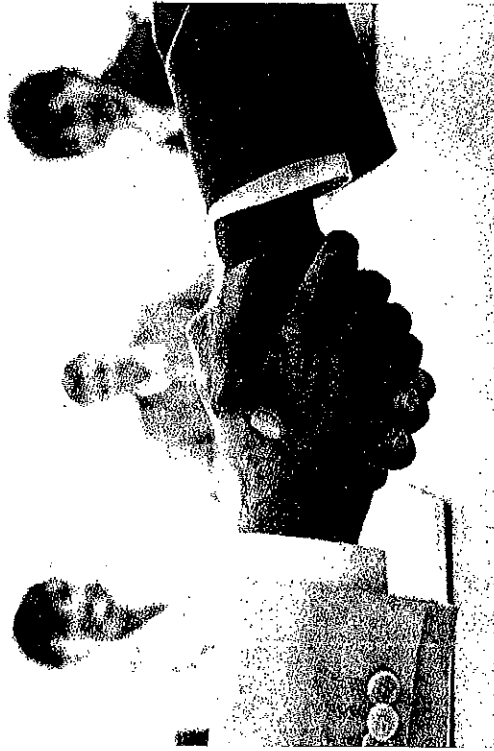
Prudential General Supply		COMPANY	Number
		POLICIES & PROCEDURES	Page
		SALES & SERVICE	Date
			Revised
			NAI
Subcontract Management Team (TMT)			
1. Purpose: To establish procedures for a Transition Management Team to manage the transition of a contract to a new supplier, with the goal of ensuring continuity of service to the City of Tucson. This document outlines the responsibilities of the Transition Management Team.			
2. Scope: This Policy & Procedure applies to all City of Tucson contracts that are being transitioned to a new supplier.			
3. Reference Documents:			
3.1 New Account Checklist - Prudential General Supply, CIP 10.1			
3.2 New Account Checklist - Prudential General Supply, CIP 10.2			
3.3 New Account Checklist - Prudential General Supply, CIP 10.3			
3.4 New Account Checklist - Prudential General Supply, CIP 10.4			
3.5 TMT Final Implementation Checklist, CIP 10.5			
3.6 Transition Plan, CIP 10.6			
4. Responsibilities:			
4.1 Transition Management Team: To ensure the successful transition of a contract to a new supplier, the Transition Management Team will be responsible for the following:			
4.2 Account Management: A person assigned the responsibility of administering the contract and ensuring it is in compliance with the City of Tucson's policies and procedures.			
4.3 TMT Lead: A person assigned by a third party to manage the transition of a contract to a new supplier, with the goal of ensuring continuity of service to the City of Tucson.			
4.4 TMT Members: A person assigned by a third party to assist the TMT Lead in the transition of a contract to a new supplier, with the goal of ensuring continuity of service to the City of Tucson.			
5. Policy & Procedure:			
5.1 Policy & Procedure: To ensure the successful transition of a contract to a new supplier, the Transition Management Team will be responsible for the following:			



ATTACHMENT "N" CONT.

WELCOME TO THE PRUDENTIAL FAMILY!

Where we provide your business a seamless OnBoarding experience.



Prudential's exclusive "OnBoarding" program covers all the details throughout the process.

You'll never have to guess where your new installation order is. We'll keep you up to date!

We make sure the products and inventories on order are exactly what you expect, at exactly the right amount, on exactly the right day...your day.

Customer OnBoarding Checklist*

The checklist addresses 10 critical steps that are essential for a successful new Customer OnBoarding Experience.

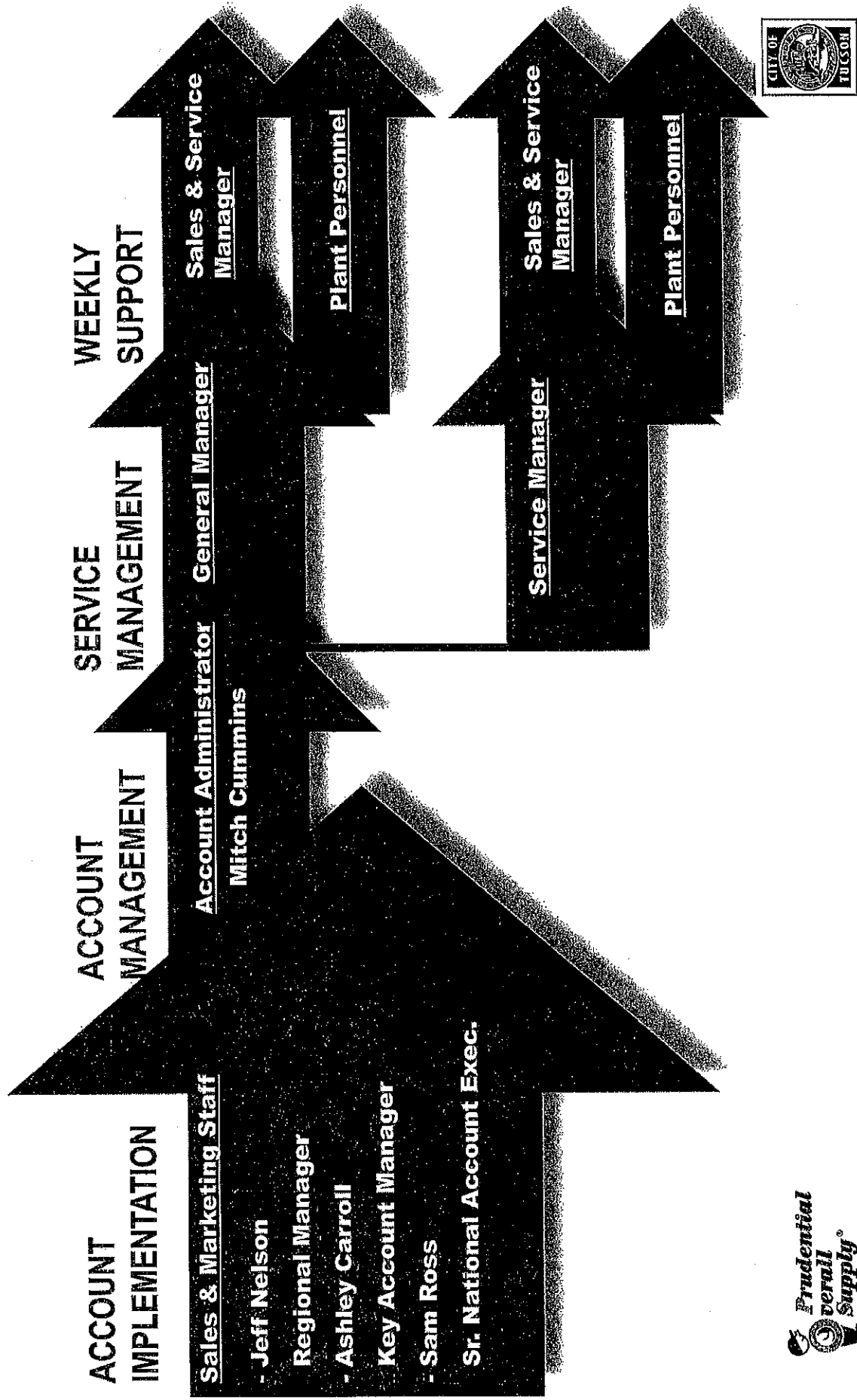
- ✓ 1. Our General Manager makes a welcome call to you.
- ✓ 2. Welcome packet provided to you.
- ✓ 3. Welcome email with packet attached.
- ✓ 4. Confirmation call that process is progressing.
- ✓ 5. We visit you to confirm upcoming delivery requirements.
- ✓ 6. Invoice review.
- ✓ 7. Install reminder.
- ✓ 8. The Big Day (First Delivery)
- ✓ 9. Confirming The Big Day is a success.
- ✓ 10. Affirming It Was A Big Day (30 day follow-up review call).

*Detailed checklist generated from CRM system that assigns OnBoarding tasks for each responsible Prudential team member.



ATTACHMENT "N" CONT.

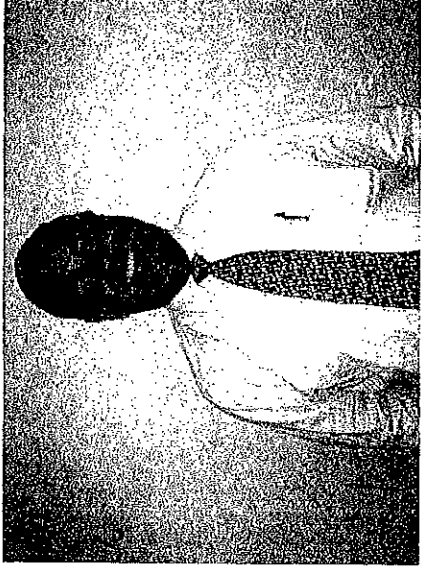
POS ORGANIZATION FLOW CHART



ATTACHMENT "N" CONT.

PRUDENTIAL'S FACILITY TUCSON PLANT

- Complete Processing Facility
- Direct Service to the **City of Tucson**.
- Servicing Pima County since 1972.
- 88 Employees
- 24 Routes



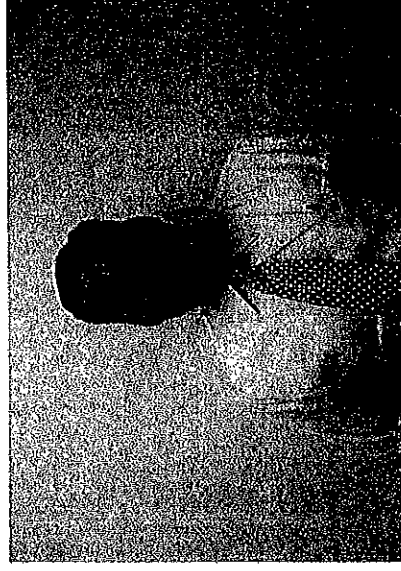
Mitch Cummins
General Manager



ATTACHMENT "N" CONT.

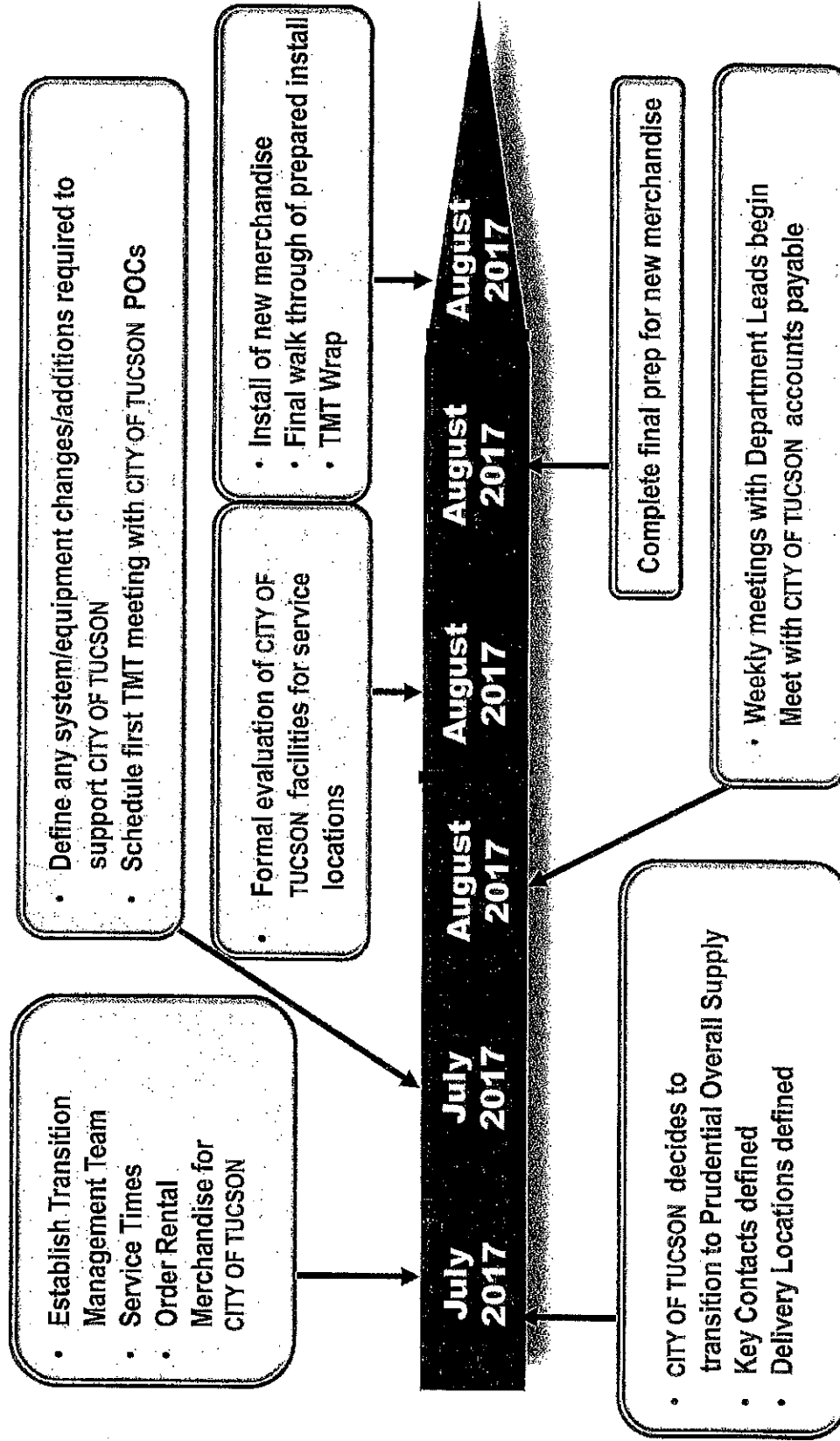
YOUR SERVICE TEAM

- Experience
- Job Description
- Management focus
 - Customer visitations
 - Inventory control/cost reduction
 - Billing Review and reporting
 - Management interface
 - Problem solving
 - "Employee Driven" Safety Program



ATTACHMENT "N" CONT.

IMPLEMENTATION TIMELINE



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Example

Objectives:

30 day Plan

To install Prudential Overall Supply service at all CITY OF TUCSON the week

Of August 24, 2017 through August 31, 2017

To coordinate the installation of Prudential Overall Supply service with existing vendors and CITY OF TUCSON so that service is not interrupted.

Overview:

The National Accounts Transition Management Team will develop a timeline and distribute all of the necessary program information (CITY OF TUCSON specific requirements) to insure a smooth transition to Prudential Overall Supply. The installation of service will be coordinated by a Key Account Manager (KAM) who will communicate program requirements to all Prudential Overall Supply's Processing Facilities. The KAM will also be available to answer questions from CITY OF TUCSON as well.

This comprehensive document will also include all of the details the program's specific service requirements, product offering and pricing. It will be used to communicate program requirements to all local Prudential Overall Supply Plants and their respective CITY OF TUCSON .

In addition to the defined schedule and timeline, we will distribute an electronic notification called an "Installation Authorization", which will formally authorize each of our Market Centers to initiate contact with each of your locations. Your Key Account Manager will also conduct conference calls with our local General Managers to review the CITY OF TUCSON service agreement, schedule and timeline.

While our local service teams are creating the Site Installation Plan, your Key Account Manager will insure that your program's key information is set up in our ABS account management system. This will ensure that all of your locations maintain a continuity of agreed upon product and pricing regardless of geographical location.



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Action Steps:

Step	Target Date
Each local Sales & Service Manager will contact each local CITY OF TUCSON designated key contact person to schedule an initial meeting. All initial contacts must be made by (date)	Week of July 24, 2017
<p>Meet to create a specific Site Installation Plan. This meeting will include the following activities:</p> <ul style="list-style-type: none"> ✓ Define the time and dates when employees July be sized (if uniforms are part of the program). ✓ Determine what locations or departments are to be installed first, second, last, etc. ✓ Identify any/all required invoicing and billing requirements. Determine what locations if any, require individual billing/reporting visibility. ✓ Determine the pick-up/delivery points within each location. Create a site map if necessary to assist CSR. ✓ Determine the goods and services to be provided to each respective location. If uniforms are required, determine the inventory for each employee. Arrange for lockers / soils bins (if applicable) and determine the quantity and placement of mats, towels, mops, etc. ✓ Define the nature of the installation. Prudential will install each location in its entirety when all products are in. If garments are required, it is preferable to wait for all garments to arrive so that the existing supplier can remove their entire product at one time. ✓ Identify and schedule any necessary site permits, site orientation sessions, including any safety programs that our employees are be required to attend. 	Week of Initial meeting must be done by August 1, 2017



ATTACHMENT "N" CONT.

CITY OF TUCSON IMPLEMENTATION PLAN

Action Steps:

Step	Target Date
<p>Conduct an employee orientation. To include the following activities:</p> <ul style="list-style-type: none"> ✓Employees will be sized for their new uniforms (if applicable) using appropriate garment sizing kits. ✓The Sales & Service Manager will introduce Prudential and explain the program in detail, being careful to answer any and all questions fully. ✓An orientation piece entitled, "Welcome to Prudential" will also be provided to each location. This will reinforce the program and provide a reference for future questions should they arise. <p>All orders are submitted no later than?</p>	<p>Week of August 1, 2017</p>
<p>Once the installation date is established the Sales & Service Manager will contact each location's key contact person to inform them of the Prudential installation date. Together they will coordinate the transition so that the pick-up of the existing vendor's product takes place after Prudential makes the initial delivery.</p>	<p>Week of August 9, 2017</p>
<p>Install all locations. Initial delivery will be made by Prudential when all products have been received unless otherwise requested by CITY OF TUCSON. First delivery will not occur before (August 4, 2017) and must be completed no later than (August 31, 2017)</p>	<p>Week of August 24 through August 31, 2017.</p>



CITY OF TUCSON DELIVERY SCHEDULE



**Prudential
Supply®**



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

POS Location List

Industrial -
Cleanroom

PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
00	CORPORATE Clark, Chairman Don Lahn, Vice Chairman Tom Watts, President	Site: 1661 Alton Parkway, Irvine, CA 92606 Mail: PO Box 11210, Santa Ana, CA 92711-1210		(949) 250-4855 Direct (949) 250-4850	(949) 261-1947
02	Riverside	6997 Jurupa Ave., CA 92504	25,000 sq. ft.	(951) 687-0440	(951) 354-8110
03	Chula Vista	740 F Street, CA 91910	20,000 to 25,000 sq. ft.	(619) 427-1240	(619) 426-0898
04	Carson	951 E. Sandhill Ave., CA 90746	20,000 to 25,000 sq. ft.	(310) 532-8311	(310) 324-7064
05	Los Angeles	6920 Bandini Blvd., Commerce, CA 90040	20,000 to 25,000 sq. ft.	(323) 724-4888	(323) 726-7251
06	Irvine	16901 Aston, CA 92606	20,000 to 25,000 sq. ft.	(949) 250-1740	(949) 261-2743
08	Fresno	1260 E. North Ave., CA 93725	12,000 sq. ft.	(559) 264-8231	(559) 264-2860
09	Milpitas	1429 N. Milpitas Blvd., CA 95035	20,000 to 25,000 sq. ft.	(408) 263-3464	(408) 945-1787
10	Milpitas Cleanroom	1437 N. Milpitas Blvd., CA 95035	27,000 sq. ft.	(408) 263-3464	(408) 719-0887
13	Vista	2485 Ash Street, CA 92081	20,000 to 25,000 sq. ft.	(760) 727-7163	(760) 727-8472



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

Industrial -
Cleanroom

PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
15	Los Angeles Cleanroom	6948 Bandini Blvd., Commerce, CA 90040	26,000 sq. ft.	(323) 722-0636	(323) 722-2346
17	Moorpark	5300 Gabbert Rd., CA 93021	20,000 to 25,000 sq. ft.	(805) 529-0833	(805) 529-3447
18/09	W. Sacramento Service Center	545 Jefferson Blvd., #5, CA 95605	13,000 sq. ft.	(916) 372-7493 Direct (916) 372-7466	(916) 372-7494
21	Tucson	4240 S. Fremont Ave., AZ 85714	20,000 to 25,000 sq. ft.	(520) 294-3421	(520) 294-7952
22	Phoenix	5102 W. Roosevelt, AZ 85043	20,000 to 25,000 sq. ft.	(602) 233-1994	(602) 233-9348
23	Mesa Cleanroom	102 W. Hampton, AZ 85210	26,000 sq. ft.	(480) 649-0088 Direct (480) 649-0091	(480) 649-9743
26/22	Prescott Service Center	10170 East Valley Road, AZ 86314	18,000 sq. ft.	(928) 772-9496	(928) 772-6257
30/23	Denver Service Center	5661 E. 56th Ave, Commerce City CO, 80022	12,000 sq. ft.	(303) 287-1101	(303) 287-2033
32/02	Las Vegas	3915 W. Hacienda, Unit A-117, NV 89118	14,000 sq. ft.	(702) 871-3664 Direct (702) 871-3963	(702) 871-4428
45	Albuquerque	8344 Corona Loop NE, NM 87113	20,000 to 25,000 sq. ft.	(505) 856-0065	(505) 856-0809
50	Austin Cleanroom & Industrial	2721 Oakmont Dr., Round Rock, TX 78665	28,000 sq. ft.	(512) 388-3814	(512) 388-9056
51/21t	El Paso Service Center	11501 Rojas Suite A. TX 79936	14,000 sq. ft.	(915) 581-8133	(915) 581-8138
70	Richmond Cleanroom	531 Eastpark Court, Sandston, VA 23150	20,000 to 25,000 sq. ft.	(804) 328-6201	(804) 328-6208
71/70	Boston Service Center	5 Esquire Rd. Billerica, MA 01862	15,000 sq. ft.	(978) 262-9694	(978) 262-9742
75	Jacksonville Service Center	3500 Beachwood Ct. Jacksonville, FL 32009	10,000 sq. ft.	(904) 998-8107	(904) 998-8107



ATTACHMENT "N" CONT.

DISTRIBUTION-LOGISTICS

Industrial - Cleanroom

PLANT#	LOCATION	ADDRESS	SIZE	PHONE#	FAX#
80	Colonial Heights	800 South Ave, Colonial Heights, VA 23834	20,000 to 25,000 sq. ft.	(804) 520-5171	(804) 520-6182
83	Greenville	215 Commerce Ct, Duncan, SC 29334	15,000 sq.ft..	(864) 433-9294	(864) 433-9285
84	Winchester	308 Lenoir Dr, Winchester, VA 22603	17,000 sq.ft..	(540) 662-9181	(540) 662-9080
85	Atlanta	2055 Tucker Industrial Rd, Tucker, GA 30084	18,000 sq. ft.	(770) 270-4933	(770) 270-4937
86	Raleigh	3040 Barrow Dr, Raleigh, NC 27616	15,000 sq.ft..	(919) 554-9541	(919) 981-0883
87	Greenville		20,000 to 25,000 sq. ft.		
91	Central Garage (Carritos)	17641 Fabrica Way, CA 90703	10,000 sq. ft.	(562) 356-1530	(562) 356-1533



ATTACHMENT "N" CONT.

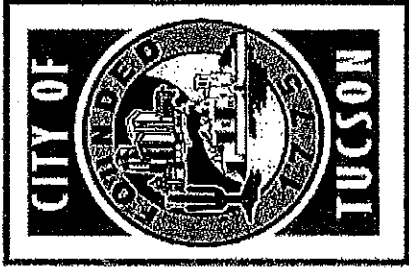
PLEASE TAKE A TOUR

You're invited to tour our facilities.
This way you can see the high
quality and individual service you
will receive from your Prudential Team!



Prudential
verall
Supply®

ATTACHMENT "N" CONT.



PRUDENTIALUNIFORMS.COM

800-767-5536

National IPA Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and Prudential Overall Supply ("Supplier").

RECITALS

WHEREAS, the City of Tucson, Arizona (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No. 171695, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of rental of uniforms, floor mats, mops, and towels and related services (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's

response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not

2017 Template (02.22.2017)

cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of 2.5 percent (2.5%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

Prudential Overall Supply
4240 S. Fremont
Tucson, AZ 85704

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

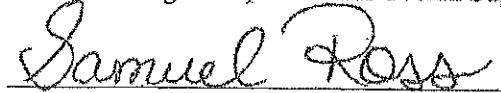
21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Prudential Overall Supply



Signature

Samuel Ross

Name

Senior National Account Executive

Title

September 13, 2017

Date

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown

Name

Chief Operating Officer

Title

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit A

Master Agreement

The Master Agreement, by and between the Principal Procurement Agency and the Supplier, is incorporated herein by reference as though fully set forth herein.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit B

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit B, continued

information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.
11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

Report Totals

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

Exhibit D

ACH Payment Information

Payee Information:

National IPA
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

(866) 408-3077

Financial Institution Information:

ACH Information For: National IPA
Bank Name: Fifth Third Bank
ACH Routing Transit Number: 064103833
Account Number: 7362195757

All payments must include the period for which the payment is being made and the National
IPA tracking number NI 141648.

6. RFP# 171695

CITY OF TUCSON

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 171695
PROPOSAL DUE DATE: JULY 11, 2017, AT 4:00 P.M. LOCAL AZ TIME
PROPOSAL SUBMITTAL LOCATION: Department of Procurement
255 W. Alameda, 6th Floor, Tucson, AZ 85701

MATERIAL OR SERVICE: RENTAL OF UNIFORMS, FLOOR MATS, MOPS, AND
TOWELS AND RELATED SERVICES

PRE-PROPOSAL CONFERENCE DATE: JUNE 15, 2017

TIME: 10:00 A.M. LOCAL AZ TIME

LOCATION: 255 W. ALAMEDA, 6th Floor, Tucson, AZ 85701

CONTRACT OFFICER: JENN MYERS
TELEPHONE NUMBER: (520) 837-4137
Jenn.myers@tucsonaz.gov

A copy of this solicitation and possible future amendments may be obtained from our Internet site at: <http://www.tucsonprocurement.com/> by selecting the Bid Opportunities link and the associated solicitation number. The City does not mail out Notices of available solicitations via the U.S. Postal Service. Email notifications are sent to those interested offerors who are registered with us and who have selected email as their preferred delivery method. To register, please visit www.tucsonprocurement.com, click on Vendors, then click on Vendor Registration. To update an existing record, click on Vendors, click on What's New?, and read the section titled "Notice of Solicitations." You may also call (520) 791-4217 if you have questions.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement, 255 W. Alameda, 6th Floor, Tucson, Arizona 85701, until the date and time cited.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact date and time indicated above. Late proposals shall not be considered. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope. The Request for Proposal number and the offeror's name and address should be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

****ALERT****

Effective July 1, 2014, the City of Tucson's Small Business Enterprise (SBE) and Disadvantaged Business Enterprise (DBE) Program has moved to the Department of Procurement and has become the Business Enterprise and Compliance Program. To contact them, please call (520) 837-4000 or visit the website at http://www.tucsonprocurement.com/Bidders_Page.aspx and click on SBE or DBE.

JM/cr

PUBLISH DATE: MAY 24, 2017

INTRODUCTION

1. Introduction

The City of Tucson, herein referred to as the City, is seeking proposals from qualified firms for the Rental of Uniforms, Floor Mats, Mops, and Towels and Related Services.

The objective of this RFP is to make an award to a qualified firm(s) who delivers uniform, floor mats, mops, towels rental and related services and who represents best overall value to the City while meeting or exceeding the specifications and requirements of this RFP.

The City has multiple departments that include Fire, Police, Parks and Recreation, Environmental Services and General Services, Transportation, and Water. Approximately 4,200 permanent full-time employees support the functions of the City. For further information, including information on the City's capital and operating budget, Offerors are encouraged to visit the City's website at www.tucsonaz.gov.

1.1 National Contract

The City of Tucson, AZ, as the Principal Procurement Agency, as defined in Attachment B, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the resultant contract (also known as the "Master Agreement" in materials distributed by National IPA) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City of Tucson, AZ is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Attachment B contains additional information on National IPA and the cooperative purchasing agreement.

National IPA is a channel partner with, Vizient (formally, Novation). Together we leverage over \$100 billion in annual supply spend to command the best prices on products and services. With corporate, pricing and sales commitments from the Supplier, National IPA provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the National IPA documents (Attachment B).

The City of Tucson anticipates spending approximately \$200,000 over the full potential Master Agreement term for uniforms, floor mats, mops, towels rental and related services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of uniforms, floor mats, mops, towels rental and related services purchased under the Master Agreement through National IPA is approximately \$25,000,000.00. This projection is based on the current annual volumes among the City of Tucson, AZ, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and National IPA.

Tentative Schedule of Events

To the extent achievable, the following tentative schedule shall govern the review, evaluation and award of the contract. The dates are estimated only and the City reserves the right to modify the dates below as necessary.

RFP Published	May 24, 2017
Pre-proposal conference	June 15, 2017
Proposal due date	July 11, 2017
Review of Proposals by Evaluation Committee	July 12 – August 11, 2017
Reference checks & Request for Samples	TBD
Evaluation Committee's recommendation	September 1, 2017
Final negotiation completed	September 13, 2017
Anticipated contract award & issuance of purchase order	September 20, 2017

SCOPE OF WORK

The purpose of this contract is to provide weekly rental service for uniforms, mops, towels, and floor mats, as required for various City Departments. All clothing and other items shall be delivered, laundered, and maintained in good condition and repair, in accordance with the requirements herein.

I. UNIFORMS RENTAL AND SERVICES

1. PERSONNEL UNIFORM NEEDS/START-UP REQUIREMENTS

The estimated number of changes per week per Department may be from one (1) to eight (8) based on individual City Department needs. The successful offeror shall be provided with the individual Department needs through the Department designated Contract Representative or designee for the contract services upon award.

Contractor shall provide New Uniforms to accommodate one (1) to eight (8) changes per week, per employee. Each employee shall be provided uniforms as dictated by each Department requirements. An average of five (5) changes per week are required per employee, per City Department.

The Contractor's accounts receivable contact or account representative shall meet with the Department Representative or designee within the first thirty (30) days, to discuss in detail start-up requirements, invoicing, billing, and payment procedures

2. DEPARTMENT CONTRACT REPRESENTATIVES

City Department Contract Representatives shall be provided to the Contractor upon award of the contract. Each Department shall contact the Contractor to set up specific needs for their facility.

3. PATCHES

Various garments require embroidery or silk-screening of a Patch or Patches that depict the Department name, City Logo, and/or employee name. The City Department contact shall furnish the Contractor with patch requirements and placement specific for their department. The name patches will either be the employee's initial and last name, first name, or both first and last name. Patch application shall meet industry standards and be applied in accordance with Department requirements as to location and color layout. Contractor shall verify patch requirements with Department contact prior to processing all orders.

The City may also desire to have City-provided patches applied to Contractor-provided garments. Contractor shall heat seal and reinforce seal patches by sewing outside perimeter of patch. Patch location and number(s) will be provided by the requesting Departments. If required, the City will pay application/sewing charges for such requests as necessary. This cost should be annotated in the provided space in Attachment A – Specification and Pricing Workbook.

4. MEASUREMENTS

- 4.1 The Contractor shall measure employees for uniforms within two (2) working days from the date of request, and shall provide the employee with uniforms within ten (10) working days of the date measured. Measurements for uniforms shall be conducted at each site. Any tailoring required to assure a proper fit for each individual will be done at no additional cost to the City. When the Contractor is measuring personnel for uniforms, they shall have samples of each type of uniform in all sizes available for personnel to try on to ensure that the uniform to be provided will fit the employee.

4.2 Contractor shall provide necessary accommodations for extra-large and petite employees.

4.3 Contractor shall provide shirts and pants specifically tailored for women when requested. Shirts shall button on the appropriate side and may have five (5) buttons, and top snap if available.

5. SAMPLES

Offerors shall provide samples of clothing proposed to the City for evaluation purposes as noted in Section 20. Offeror shall provide specified samples at no cost to the City within five (5) business days of the City's written request. Samples will be returned at Offeror's expense upon receipt of notice from Offeror within thirty (30) calendar days from delivery of said samples to the City for evaluation.

6. IDENTIFICATION SYSTEM

6.1 Offeror shall provide a name or identification number system that identifies each employee and garment. The identification system shall also insure an accurate method of tracking garments for invoicing purposes.

6.2 The City prefers an identification system using bar code technology. The bar code system should be available on site at each City location where uniforms are picked up and delivered. Said system should be able to identify, at a minimum, City employee name and uniform service date. System should also be able to provide a weekly uniform delivery/turn-in report for use by City Contract Administrator(s).

6.3 Offerors shall describe the identification system utilized by their company and explain loss control procedures.

7. OFFEROR'S OPERATIONS AND PROCEDURES

Offeror shall provide a detailed description of their delivery/pick-up service including, but not limited to, the following:

- a. Tracking of uniform in the laundry process.
- b. Dispute resolution of Lost and Damaged garments.
- c. Logging of uniform at the pick-up/delivery site.

8. UNIFORM CHANGES

Employees shall be allowed to determine at the beginning of each contract year whether they want long or short sleeve shirts or a combination of both, at no additional cost to the City.

9. COLOR CHANGES

The City reserves the right to change the color of uniforms and patches at its discretion during the term of this contract at no additional cost to the City. Industry standard colors shall be made available by Contractor and utilized by the City as may be required.

10. TRANSITION PLAN

The City of Tucson's intent is to minimize the time and effort involved in fitting employees for uniforms. Each offeror must, in a detailed and thorough manner, describe procedures designed to limit operational impacts. The successful Offeror must be prepared to fulfill the transition plan stated in their proposal should the City of Tucson contract with a vendor other than the incumbent. Failure to do so may be cause for immediate termination of the contract. Any transition costs must be so noted and will be considered in the evaluation of the proposals.

11. DELIVERY LOCATIONS

Clothing and other items shall be collected from and delivered to each location once every week. (The City reserves the option to relocate, add, reduce or increase collection/delivery points at no additional cost to the City.) Locations shall be provided to the contractor upon award of contract.

12. DELIVERY TIME

- 12.1** Uniforms shall be picked up and delivered based upon the hours requested by each individual department. The contract representative will contact the Contractor to develop an acceptable delivery schedule for each site prior to the contract start date. Deliveries shall be made on the same day every week at each location. At the time of uniform pick-up and delivery, a signed inventory sheet must be given to a designated City representative, listing the number and type of uniforms picked up and the number and type of uniforms delivered by either the employee name or by an employee identification number provided by the Contractor.
- 12.2** Contractor's delivery/pick-up personnel are required to leave a receipt at each facility that details a count of each item of clothing picked up and each item of clothing delivered.
- 12.3** In the event the pick-up day or time must be changed, the City will notify the Contractor in advance. The Contractor shall notify the City or designated representative at least one (1) day in advance for changes in the designated delivery hours. Clothing changes are required to be delivered within seven (7) calendar days of notification to Contractor.

13. LOST OR DAMAGED ITEMS

Offeror shall provide an amortization schedule, which details percent clothing is amortized from date of issue, and Offeror's methods and procedures of verifying same.

a. City's Responsibilities

- 1.1** The City will be responsible for the replacement of Offeror-owned items lost or damaged by City employees. Replacement costs shall be based upon pricing provided in the Lost or Damaged Amortization Schedule submitted by Offeror.
- 1.2** The City will not be responsible for the replacement of items which have reached end-of-service life.

- 1.3 The City will provide to the Contractor written notification of all employees who, because of health issues, choose to self-laundry Contractor-provided uniforms.

b. Contractor's Responsibilities

- 2.2 Contractor shall provide employees with uniforms within ten (10) business days of measure. Contractor shall notify the Department Representative or designee and obtain written approval of any delays exceeding the allotted ten (10) business days.
- 2.3 Contractor shall be responsible for keeping all uniforms, towels and mats in good condition and shall inspect all items for repairs prior to delivery. Items with holes in fabric or visibly worn, frayed, discoloured, or thin fabric are not acceptable and shall be replaced at Contractor's expense. The City reserves the right to refuse any item it deems is in need of repair or replacement at no additional expense to the City.
- 2.4 Contractor shall provide all new employees with New Uniforms (Category 1 or Category 2 uniforms are not acceptable) in accordance with the below Garment Categories:

New	First time use, not issued or worn previously.
Category 1	Which may or may not be new. No stains, mends, repairs (except interior or pocket reinforcing) or discoloration. Used for those customers who meet the public, supervisory personnel, and those who are in general manufacturing and allied industries where the risk of damage would be slight.
Category 2	Light stains, light mends. No spots noticeable from more than five (5) feet, no repairs greater than 1-1/2 inches in length, no more than five (5) small repairs per garment. May have some color lost through age and may have lost some body or shape.

- 2.5 Contractor shall provide no less than Category 1 uniforms for all replacement uniforms. Category 2 uniforms are not acceptable.
- 2.6 Offeror shall specify charges for lost and/or damaged items as part of their Proposal. Excessive charges may be grounds for rejection of the Proposal.

14. INVOICING

- 1.1 Duplicate invoice numbers shall not be submitted.
- 1.2 Invoices shall include detailed information regarding product and/or service that is being billed and full name of employee.

Example: "X" number items laundered at \$ _____ /EA = Total \$ _____ as well as the full name of the employee being invoiced (initials are not acceptable for either the first or last name).

- 1.3 Credits to invoices that have been paid shall be submitted via a credit memo within thirty (30) calendar days from date reported to the vendor and will reference the original invoice number and invoice date.
- 1.4 Additional/extraordinary charges shall be reported to the City of Tucson Department Representative or designee via written notice prior to invoicing.
- 1.5 Only products and services pertaining to this contract shall appear on invoices. Miscellaneous items purchased and not specified on this contract shall be invoiced separately referencing the appropriate Purchase Order number.

- 1.6 Invoices rejected by City Departments shall be re-issued with new/revised issue dates so as not to imply delinquent payment status.
- 1.7 Uniforms turned in for laundering or replacement and not returned within a two (2) week period shall be removed from invoices and reinstated when uniforms have been delivered with a new/revised invoice and date so as not to imply delinquent payment status. Non-stock uniform items shall not appear on invoices until such items have been delivered.
- 1.8 The Purchase Order number and site location shall be noted on all invoices.
- 1.9 Original copies of invoices shall be delivered to the "Bill To" address noted on the Purchase Order to ensure payment is processed in a timely manner.
- 1.10 Offeror shall provide with proposal submittal a Sample Invoice and identify Offeror's capability of customizing invoices to meet City's needs.
- 1.11 Contractor shall provide training to City employees on the invoicing process. Training must include how to read invoices, explanation of all coding systems used on invoices, and appropriate key codes associated with said codes. Contractor must include sample packets for students' use after training. Training shall be provided on a date and time mutually agreed upon by the Contractor and the City. Training shall be conducted at a City facility chosen at the City's discretion and shall make every effort to include attendance by multiple City Department Contract Representatives as possible. Training shall not exceed three (3) times after award of contract and not more than two (2) times in any contract year thereafter.

15. PRICING

- 1.1 Pricing provided shall be for 100% inventory.
- 1.2 Pick-up and delivery charge, if any, shall be included in the unit pricing. All prices shall be F.O.B. Destination. All freight charges (e.g., freight, delivery charges, packaging and handling) must be included in the unit price noted on Attachment A – Specification and Pricing Workbook. No other charges will be allowed unless specified in this attachment. Fuel charges are unacceptable and will not be permitted.
- 1.3 All sewing charges for application of Contractor -provided patches must be included in the unit pricing.
- 1.4 The Offeror shall submit an amortization schedule detailing charges for Lost or Damaged Uniforms with their Proposal. (Excessive charges may be cause for rejection of proposal.)
- 1.5 There shall be no additional charges for adding or deleting personnel, transferring accounts, original and subsequent set-up charges or prep charges, size changes and replacement.

16. SIZES

Size requirements within any category of clothing are subject to change. The City reserves the right to change sizes of all clothing issued to a City employee by Contractor throughout the life of the contract. At a minimum Contractor shall provide the industry standard sizes of clothing under this contract.

17. ENVIRONMENTAL PREFERABILITY

Contractor shall use materials and processes that are environmentally preferable, particularly focusing on the use of recycled materials, energy efficiency, water conservation, and least-toxic garment care when feasible.

18. REPORTING

Contractor shall state the availability of an online customer portal with reporting capabilities for City use. Contractor shall list all reporting functionalities (i.e. spend tracking/management, etc.).

19. INDUSTRY STANDARD

If not otherwise provided, materials and work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

20. UNIFORM ITEM SAMPLE

If the City requests sample uniform items from an Offeror, the Offeror will be given instructions as to the quantity and type of uniform items that must be provided. Samples of proposed uniform items shall be available for inspection upon request by the Procurement Department. Sample Uniforms are not required with the proposal; however, samples may be requested at any time during proposal evaluation and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

II. FLOOR MATS, MOPS, TOWELS

1. FLOOR MATS, MOPS, TOWELS, ETC.

Floor mats, towels and other facility items such as microfiber pads and mops heads shall be provided to various locations and departments within the City. Department requirements, services intervals may be adjusted to both weekly and every other week depending on the needs of the location(s). Services are not limited to the following:

- a. Construction and design of mats shall be durable-rubber back and fiber
- b. Colors shall be selected from standard colors available
- c. Mats shall be delivered clean and presentable; all stains and gums spots must be removed.
- d. Explain protocol for lost or damaged items.
- e. Rental items to be invoiced by department/location.
- f. All quantities are estimates only. The City of Tucson may add/remove quantities of rental items over the course of the contract.
- g. From time to time and in case of emergencies, additional services may be required and will be scheduled with reasonable notice to the Contractor.

2. Floor Mats, Mops and Towels (Not limited to these items) Offeror shall provide any and all options.

- a. Entrance Mats for buildings and office entryways
 - i. 3' x 5'
 - ii. 4' x 6'
 - iii. 3' x 10'
- b. Safety Mats
 - i. 3' x 5'
 - ii. wet area
 - iii. non-skid rubber
 - iv. oil and solvent resistant
- c. Anti-Fatigue Mats
 - i. 2' x 3'
 - ii. 3' x 5'

- d. Microfiber Pads
 - i. 18" x 48"
 - ii. Wet mop
 - iii. Dry loop and scrubbers
 - iv. Quantity: 20
- e. Handles & Frames
 - i. quick change telescoping
 - ii. mop
 - iii. fiberglass handles with snap clip
- f. Mops
 - i. 40 quick change dust mop heads – 24", 36", 48"
 - ii. antimicrobial, synthetic wet mop
- g. Towels
 - i. huck – 100% cotton, hemmed on all sides, low lint
 - ii. white terry – 100% cotton
 - iii. multipurpose cleaning – microfiber
 - iv. shop wipers – 100% cotton, 12" square minimum

3. Floor Mats, Mops and Towels Facilities Item Samples

If the City requests sample items from an Offeror, the Offeror will be given instructions as to the quantity and type of items that must be provided. Samples of proposed items shall be available for inspection upon request by the Procurement Department. Samples are not required with the proposal; however, samples may be requested at any time during proposal evaluation and they shall be provided within five (5) days of the request. All samples will be provided to the City at no cost.

INSTRUCTIONS TO OFFERORS

1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

City: The City of Tucson, Arizona

Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.

Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.

Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.

Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

2. **PRE-PROPOSAL CONFERENCE:** If scheduled, the date and time of a Pre-Proposal conference is indicated on the cover page of this document. Attendance at this conference is not mandatory. Written minutes and/or notes will not be available, therefore attendance is encouraged. If an Offeror is unable to attend the Pre-Proposal Conference questions may be submitted in writing. Offerors are encouraged to submit written questions, via electronic mail or facsimile, at least five days prior to the Request for Proposal due date to the Contract Officer listed above. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written amendment to the Request for Proposal. Oral statements or instructions will not constitute an amendment to this Request for Proposal.

3. **INQUIRIES:** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such, otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

4. **AMENDMENT OF REQUEST FOR PROPOSAL:** The Offeror shall acknowledge receipt of a Request for Proposal Amendment by signing and returning the document by the specified due date and time.

5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a proposal, each offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the subsequent Contract, for lack of such familiarization.

6. PREPARATION OF PROPOSAL:

- A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
- B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
- C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
 - E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
 - F. Periods of time, stated as a number of days, shall be in calendar days.
 - G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
 - H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
 - I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.
7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.
8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.
9. **PROPOSAL/SUBMITTAL FORMAT:** An original and 10 copies (11 total) of each proposal should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.
10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.
11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.
12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.
13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:
- A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
 - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
 - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 14. WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
- 15. LATE PROPOSALS:** Late proposals will be rejected.
- 16. OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.
- 17. WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 18. DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 19. TAX OFFSET POLICY:** If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.
- 20. CONTRACT NEGOTIATIONS:** Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 21. VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- 22. CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.
- 23. UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.
- 22. AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
- (1) waive any immaterial defect or informality; or
 - (2) reject any or all proposals, or portions thereof; or
 - (3) reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Director of Procurement and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

- 23. PROPOSAL RESULTS:** The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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SENIOR CONTRACT OFFICER: JENN MYERS
PH: (520) 837-4137 / FAX: (520) 791-4735

- 24. PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
- A. The name, address, and telephone number of the protestant;
 - B. The signature of the protestant or its representative;
 - C. Identification of the Request for Proposal or Contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
 - E. The form of relief requested.

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal should be submitted in the same order as requested and must contain, at a minimum, the following:

A. Method of Approach

1. National Program. Provide a response to the program.

- a. Include a detailed response to Attachment B, Exhibit A, National IPA Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how services products will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to National IPA.
- b. The successful offeror will be required to sign Attachment B, Exhibit B, National IPA Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award Letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the National IPA Administration Agreement.
- c. Describe the current distribution model capable of delivering service products nationwide, including the number, size and location of your company's distribution facilities, warehouses and retail network, where applicable. Describe your coverage of the United States.

2. Product Offering

- a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products available under the contract.
 - i. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.
 - ii. If offeror is not proposing the exact service specified clearly indicate the deviation in the Offeror's Proposal section. If there are no deviations stated it will be assumed that the service products specified is being provided
 - iii. Offeror may elect to consolidate service products at any level for its own convenience or volume discounts, etc.
- b. Provide an overview of the unique technologies that are incorporated into your service products.
- c. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, and number of staff available for sizing.
- d. Describe the range of men and women's sizes that you offer.

3. Service Offering

- a. Using Attachment A – Specification and Pricing Workbook. Identify the proposed service products under the City of Tucson's contract and national program.
- b. Describe your policy for monitoring defects and repairing/replacing defective clothing. Describe how defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspections, re-packing, re-shipping or other like expenses.

- c. Describe your method for dealing with incorrect orders when the City employee made an error, and also when the error was the fault of the Contractor.
 - d. Describe how you will keep the City updated on all available catalogs. As future catalogs are released, how is the City notified? Are these available electronically?
 4. Identify all other companies that will be involved in processing, handling or shipping the service products available under the Contract. Include any subsidiaries or company owned affiliates that may include product or service under the Contract.
 5. Describe the offeror's website capabilities. Identify information customers can access via the offeror's website.
 6. State any return and restocking policies.
 7. Describe offeror's invoicing process. Provide a sample invoice. Indicate any customizations that can be made to invoices. Provide an offeror's representative and contact information for invoicing questions.
 8. Describe offeror's delivery commitment.
 9. Customer Service.
 - a. Describe offeror's customer service commitment.
 - b. Describe customer support available from the offeror. Include availability of call centers, their locations and hours. Include response time guarantees.
 - c. Discuss the availability of a dedicated service representative or team, the services they provide and how they help the customer manage their account.
 - d. Describe how the offeror approaches and solves customer disputes.
 - e. Describe how offeror measures and tracks the success of its customer service program.
 - f. Describe technical support available. Include the location of technical support centers and their hours.
 10. Warranty
 - a. Describe the warranty period for proposed services.
 - b. Submit offeror's warranty program
 11. Describe service request procedures.
 12. Describe offeror's green/sustainability program. Include information on green/sustainable policies, products and certifications.
 13. Describe how offeror will maintain account security levels.
 14. Provide any additional services or products information that offeror intends to use under the contract.
- B. Qualifications & Experience**
1. Provide a brief history and description of your company.
 2. Provide the total number and location of sales persons employed by your company.
 3. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three state, political subdivision or school district references for which your company has provided services. Include the references' contact person, address, phone number and email address.
 4. Provide information regarding if your organization ever failed to complete any work awarded.
 5. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

6. Provide the following information for the offeror's proposed site manager:

- a. Name:
- b. Office Phone Number:
- c. Cell Phone Number:
- d. Email Address:
- e. Correspondence Address:

7. Provide an organization chart and the total number of employees in the Tucson area.

C. Price Proposal

1. Provide price proposal as requested on the Price Workbook attached herein for the City of Tucson and national program.
2. Describe how future products will be priced so that they may be offered under the contract.
3. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
4. Will payment be accepted via commercial credit card? _____ Yes _____ No
 - a. If yes, can commercial payment(s) be made online? _____ Yes _____ No
 - b. Will a third party be processing the commercial credit card payment(s)? _____ Yes _____ No
 - c. If yes, indicate the flat fee per transaction \$ _____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
 - d. If "no" to above, will consideration be given to accept the card? _____ Yes _____ No
5. Does your firm have a City of Tucson Business License? _____ Yes _____ No
If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

The City reserves the right to shortlist the offerors on the stated criteria. However, the City may determine that shortlisting is not necessary.

B. Interviews:

The City reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the offeror for the costs associated with the interview process.

C. Additional Investigations:

The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.

D. Prior Experience:

Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

E. Multiple Awards:

To provide adequate contract coverage, at the City's sole discretion, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. COOPERATIVE PURCHASING: Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement or registered with National IPA are eligible to participate in any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/PubDocuments/SAVE-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others.

The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

2. FOB DESTINATION FREIGHT PREPAID: Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

3. INSURANCE:

The Contractor agrees to:

- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the City at least 30 days prior to termination or cancellation in coverage in any policy, and 10 days' notice for cancellation due to non-payment in premium.
- B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract. The insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.
- C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate (including Per Project)	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Arizona)	

Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

*1 Sole Proprietor/Independent Contractor designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-951 (O). If applicable, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.

D. ADDITIONAL INSURANCE REQUIREMENTS: Policies shall be endorsed to include the following provisions:

1. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (including Worker's Compensation).
2. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. NOTICE OF COVERAGE MODIFICATIONS: Any changes material to compliance with this contract in the insurance policies above shall require 10 days written notice from the Contractor to the City of Tucson. Such notice shall be sent directly to the Department of Procurement.

F. ACCEPTABILITY OF INSURERS: Contractors insurance shall have an "A.M. Best" rating of not less than A:VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

G. VERIFICATION OF COVERAGE: Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

I. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

4. PRICE ADJUSTMENT: The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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SENIOR CONTRACT OFFICER: JENN MYERS

PH: (520) 837-4137 / FAX: (520) 791-4735

5. TERM AND RENEWAL: The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

6. Service Agreements: Successful offeror shall have the right to enter local service agreements with agencies piggybacking the City of Tucson/National IPA contract so long as the effective date of the service agreement is prior to the expiration of the City of Tucson contract. All local service agreements established in the last three years of the City of Tucson/National IPA contract shall terminate on or before the 36th month after the City of Tucson contract expiration. National IPA shall receive an administrative fee, as outlined in Attachment B, through the entire term of any local service agreement.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
7. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
8. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
9. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.
10. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

11. **CONTRACT:** The Contract shall be based upon the Request for Proposal issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

- 12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
- 13. DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
- 14. EQUAL PAY:** The Contractor shall comply with the applicable provisions of the Equal Pay Act of 1963 (Pub.L. 88-38, 29 U.S.C. section 206(d)); Title VII of the Civil Rights Act of 1964 (Pub.L. 88-352, 42 U.S.C. 2000e *et seq.*; and, the Lily Ledbetter Fair Pay Act of 2009 (Pub.L. 111-2).
- 15. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
- 16. FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.
- If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.
- 17. FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 18. GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 19. HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
- 20. INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and

employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the City. The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses. Contractor is responsible for compliance with the Affordable Care Act for Contractor and any of Contractor's employees.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. ISRAEL BOYCOTT DIVESTMENTS:** Acceptance of the contract warrants that the vendor is in compliance with A.R.S. § 35-393 and does not participate in a boycott of Israel as that term is defined within A.R.S. § 35-393.

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

- 26. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 27. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

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

30. PAYMENT: The City's preferred method of payment is via credit card. The City will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all City employees will possess a credit card and, therefore, the City reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate Invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice. The invoice shall not be dated prior to the receipt of goods or completion of services.

The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

The Contractor's payment terms shall apply to all purchases and to all payment methods.

31. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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

33. RECORDS: Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.

34. RIGHT TO ASSURANCE: Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.

35. RIGHT TO INSPECT: The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.

36. RIGHTS AND REMEDIES: No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.

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

38. SHIPMENT UNDER RESERVATION PROHIBITED: No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

39. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All

subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

40. SUBSEQUENT EMPLOYMENT: The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the City, is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.

41. TERMINATION OF CONTRACT: This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. The City, at its convenience, by written notice, may terminate this Contract, in whole or in part. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and accepted material received by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

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

43. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

PRICE PAGE

Fee must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, materials, printing, travel and mileage, postage, etc.

1. Offerors shall complete a Specification and Pricing Workbook (Attachment A) supplied in Excel format. The Pricing Workbook contains multiple tabs that must be completed by Offerors. Offerors shall submit the Excel Workbook in their electronic version of their submittal.
2. Discount Pricing Off Published Retail Price Guide:
The City may desire to purchase items that are not specifically listed on the Pricing Worksheets. Offerors must indicate in the Pricing Workbook on the National Pricing – Misc. tab, the percentage discount off the published retail price guide(s) offered to the City for all other items not specifically listed in the Pricing Workbook. Offerors shall attach a list of services to be made available to the City not specifically listed in this contract.
3. In the Pricing Workbook, National Pricing – Misc. tab, Offerors shall provide a list of services to be made available to the City not specifically listed in this contract. This information will not be considered in the award evaluation.
4. In the Pricing Workbook, Offerors shall provide pricing for extended sizes for all types of clothing to include those garments specifically listed on the City of Tucson Pricing list.
5. In the Pricing Workbook, City of Tucson Pricing – City-Owned, Offeror shall provide pricing for services to City-Owned garments and patches. This information will not be considered in the award evaluation.
6. The City desires to explore an option for flat rate pricing per uniform. Uniforms may consist of different components by Department. Offeror shall submit their ability to provide flat rate pricing for consideration.

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

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SENIOR CONTRACT OFFICER: JENN MYERS
PH: (520) 837-4137 / FAX: (520) 791-4735

ATTACHMENTS

Attachment A – Specification and Pricing Workbook
Attachment B – National IPA Documents

PPA ATTACHMENT#B



**Requirements for National Cooperative Contract
To be Administered by
National Intergovernmental Purchasing Alliance Company**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F – NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Tucson (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for the rental of uniforms, floor mats, mops, and towels and related services. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 2.5% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$25,000,000.00 annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.
- E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated National IPA internet web-based homepage on Supplier website with:
 - National IPA standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to National IPA's website including the online registration page;
 - A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and

Requirements for National Cooperative Contract

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

- national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
- i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.
- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT A- NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

\$_____.00 in year one
\$_____.00 in year two
\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to National IPA).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to National IPA under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to National IPA).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail your strategies under these options when responding to a solicitation.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY
ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sub licensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
2555 Meridian Blvd
Suite 300
Franklin, TN 37067

B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT B- NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE**

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY

Signature

Signature

Name

Ward H. Brown

Name

Title

Chief Operating Officer

Title

Date

Date

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company ("**National IPA**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "**National IPA Parties**") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the National IPA Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the National IPA Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING
AGREEMENT, EXAMPLE**

11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT D - NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company ("National IPA"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through National IPA.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

Requirements for National Cooperative Contract

Requirements for National Cooperative Contract

**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS
EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHES
INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION
DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANT'S PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MC MINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR

Requirements for National Cooperative Contract

CITY OF ST. PAUL, OR
 CITY OF SULPHUR, LA
 CITY OF TIGARD, OR
 CITY OF TROUTDALE, OR
 CITY OF TUALATIN, OR
 CITY OF WALKER, LA
 CITY OF WARRENTON, OR
 CITY OF WEST LINN, OR
 CITY OF WILSONVILLE, OR
 CITY OF WINSTON, OR
 CITY OF WOODBURN, OR
 LEAGUE OF OREGON CITIES
 THE CITY OF HAPPY VALLEY OREGON
 ALPINE, UT
 ALTA, UT
 ALTAMONT, UT
 ALTON, UT
 AMALGA, UT
 AMERICAN FORK CITY, UT
 ANNABELLA, UT
 ANTIMONY, UT
 APPLE VALLEY, UT
 AURORA, UT
 BALLARD, UT
 BEAR RIVER CITY, UT
 BEAVER, UT
 BICKNELL, UT
 BIG WATER, UT
 BLANDING, UT
 BLUFFDALE, UT
 BOULDER, UT
 CITY OF BOUNTIFUL, UT
 BRIAN HEAD, UT
 BRIGHAM CITY CORPORATION, UT
 BRYCE CANYON CITY, UT
 CANNONVILLE, UT
 CASTLE DALE, UT
 CASTLE VALLEY, UT
 CITY OF CEDAR CITY, UT
 CEDAR FORT, UT
 CITY OF CEDAR HILLS, UT
 CENTERFIELD, UT
 CENTERVILLE CITY CORPORATION, UT
 CENTRAL VALLEY, UT
 CHARLESTON, UT
 CIRCLEVILLE, UT
 CLARKSTON, UT
 CLAWSON, UT
 CLEARFIELD, UT
 CLEVELAND, UT
 CLINTON CITY CORPORATION, UT
 COALVILLE, UT
 CORINNE, UT
 CORNISH, UT
 COTTONWOOD HEIGHTS, UT
 DANIEL, UT
 DELTA, UT
 DEWEYVILLE, UT
 DRAPER CITY, UT
 DUCHESNE, UT
 EAGLE MOUNTAIN, UT
 EAST CARBON, UT
 ELK RIDGE, UT
 ELMO, UT
 ELSINORE, UT
 ELWOOD, UT

EMERY, UT
 ENOCH, UT
 ENTERPRISE, UT
 EPHRAIM, UT
 ESCALANTE, UT
 EUREKA, UT
 FAIRFIELD, UT
 FAIRVIEW, UT
 FARMINGTON, UT
 FARR WEST, UT
 FAYETTE, UT
 FERRON, UT
 FIELDING, UT
 FILLMORE, UT
 FOUNTAIN GREEN, UT
 FRANCIS, UT
 FRUIT HEIGHTS, UT
 GARDEN CITY, UT
 GARLAND, UT
 GENOLA, UT
 GLENDALE, UT
 GLENWOOD, UT
 GOSHEN, UT
 GRANTSVILLE, UT
 GREEN RIVER, UT
 GUNNISON, UT
 HANKSVILLE, UT
 HARRISVILLE, UT
 HATCH, UT
 HEBER CITY CORPORATION, UT
 HELPER, UT
 HENEFER, UT
 HENRIEVILLE, UT
 HERRIMAN, UT
 HIDEOUT, UT
 HIGHLAND, UT
 HILDALE, UT
 HINCKLEY, UT
 HOLDEN, UT
 HOLLADAY, UT
 HONEYVILLE, UT
 HOOPER, UT
 HOWELL, UT
 HUNTINGTON, UT
 HUNTSVILLE, UT
 CITY OF HURRICANE, UT
 HYDE PARK, UT
 HYRUM, UT
 INDEPENDENCE, UT
 IVINS, UT
 JOSEPH, UT
 JUNCTION, UT
 KAMAS, UT
 KANAB, UT
 KANARRAVILLE, UT
 KANOSH, UT
 KAYSVILLE, UT
 KINGSTON, UT
 KOOSHAREM, UT
 LAKETOWN, UT
 LA VERKIN, UT
 LAYTON, UT
 LEAMINGTON, UT
 LEEDS, UT
 LEHI CITY CORPORATION, UT
 LEVAN, UT

Requirements for National Cooperative Contract

LEWISTON, UT
 LINDON, UT
 LOA, UT
 LOGAN CITY, UT
 LYMAN, UT
 LYNNDYL, UT
 MANILA, UT
 MANTI, UT
 MANTUA, UT
 MAPLETON, UT
 MARRIOTT-SLATERVILLE, UT
 MARYSVALE, UT
 MAYFIELD, UT
 MEADOW, UT
 MENDON, UT
 MIDVALE CITY INC., UT
 MIDWAY, UT
 MILFORD, UT
 MILLVILLE, UT
 MINERSVILLE, UT
 MOAB, UT
 MONA, UT
 MONROE, UT
 CITY OF MONTICELLO, UT
 MORGAN, UT
 MORONI, UT
 MOUNT PLEASANT, UT
 MURRAY CITY CORPORATION, UT
 MYTON, UT
 NAPLES, UT
 NEPHI, UT
 NEW HARMONY, UT
 NEWTON, UT
 NIBLEY, UT
 NORTH LOGAN, UT
 NORTH OGDEN, UT
 NORTH SALT LAKE CITY, UT
 OAK CITY, UT
 OAKLEY, UT
 OGDEN CITY CORPORATION, UT
 OPHIR, UT
 ORANGEVILLE, UT
 ORDERVILLE, UT
 OREM, UT
 PANGUITCH, UT
 PARADISE, UT
 PARAGONAH, UT
 PARK CITY, UT
 PAROWAN, UT
 PAYSON, UT
 PERRY, UT
 PLAIN CITY, UT
 PLEASANT GROVE CITY, UT
 PLEASANT VIEW, UT
 PLYMOUTH, UT
 PORTAGE, UT
 PRICE, UT
 PROVIDENCE, UT
 PROVO, UT
 RANDOLPH, UT
 REDMOND, UT
 RICHFIELD, UT
 RICHMOND, UT
 RIVERDALE, UT
 RIVER HEIGHTS, UT
 RIVERTON CITY, UT

ROCKVILLE, UT
 ROCKY RIDGE, UT
 ROOSEVELT CITY CORPORATION, UT
 ROY, UT
 RUSH VALLEY, UT
 CITY OF ST. GEORGE, UT
 SALEM, UT
 SALINA, UT
 SALT LAKE CITY CORPORATION, UT
 SANDY, UT
 SANTA CLARA, UT
 SANTAQUIN, UT
 SARATOGA SPRINGS, UT
 SCIPIO, UT
 SCOTFIELD, UT
 SIGURD, UT
 SMITHFIELD, UT
 SNOWVILLE, UT
 CITY OF SOUTH JORDAN, UT
 SOUTH OGDEN, UT
 CITY OF SOUTH SALT LAKE, UT
 SOUTH WEBER, UT
 SPANISH FORK, UT
 SPRING CITY, UT
 SPRINGDALE, UT
 SPRINGVILLE, UT
 STERLING, UT
 STOCKTON, UT
 SUNNYSIDE, UT
 SUNSET CITY CORP, UT
 SYRACUSE, UT
 TABIONA, UT
 CITY OF TAYLORSVILLE, UT
 TOOELE CITY CORPORATION, UT
 TOQUERVILLE, UT
 TORREY, UT
 TREMONTON CITY, UT
 TRENTON, UT
 TROPIC, UT
 UINTAH, UT
 VERNAL CITY, UT
 VERNON, UT
 VINEYARD, UT
 VIRGIN, UT
 WALES, UT
 WALLSBURG, UT
 WASHINGTON CITY, UT
 WASHINGTON TERRACE, UT
 WELLINGTON, UT
 WELLSVILLE, UT
 WENDOVER, UT
 WEST BOUNTIFUL, UT
 WEST HAVEN, UT
 WEST JORDAN, UT
 WEST POINT, UT
 WEST VALLEY CITY, UT
 WILLARD, UT
 WOODLAND HILLS, UT
 WOODRUFF, UT
 WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
 ASCENSION PARISH, LA
 ASCENSION PARISH, LA, CLEAR OF COURT
 CADDO PARISH, LA

Requirements for National Cooperative Contract

CALCASIEU PARISH, LA
 CALCASIEU PARISH SHERIFF'S OFFICE, LA
 CITY AND COUNTY OF HONOLULU, HI
 CLACKAMAS COUNTY, OR
 CLACKAMAS COUNTY DEPT OF TRANSPORTATION,
 OR
 CLATSOP COUNTY, OR
 COLUMBIA COUNTY, OR
 COOS COUNTY, OR
 COOS COUNTY HIGHWAY DEPARTMENT, OR
 COUNTY OF HAWAII, OR
 CROOK COUNTY, OR
 CROOK COUNTY ROAD DEPARTMENT, OR
 CURRY COUNTY, OR
 DESCHUTES COUNTY, OR
 DOUGLAS COUNTY, OR
 EAST BATON ROUGE PARISH, LA
 GILLIAM COUNTY, OR
 GRANT COUNTY, OR
 HARNEY COUNTY, OR
 HARNEY COUNTY SHERIFFS OFFICE, OR
 HAWAII COUNTY, HI
 HOOD RIVER COUNTY, OR
 JACKSON COUNTY, OR
 JEFFERSON COUNTY, OR
 JEFFERSON PARISH, LA
 JOSEPHINE COUNTY GOVERNMENT, OR
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA
 LAFAYETTE PARISH, LA
 LAFAYETTE PARISH CONVENTION & VISITORS
 COMMISSION
 LAFOURCHE PARISH, LA
 KAUAI COUNTY, HI
 KLAMATH COUNTY, OR
 LAKE COUNTY, OR
 LANE COUNTY, OR
 LINCOLN COUNTY, OR
 LINN COUNTY, OR
 LIVINGSTON PARISH, LA
 MALHEUR COUNTY, OR
 MAUI COUNTY, HI
 MARION COUNTY, SALEM, OR
 MORROW COUNTY, OR
 MULTNOMAH COUNTY, OR
 MULTNOMAH COUNTY BUSINESS AND
 COMMUNITY SERVICES, OR
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR
 MULTNOMAH LAW LIBRARY, OR
 ORLEANS PARISH, LA
 PLAQUEMINES PARISH, LA
 POLK COUNTY, OR
 RAPIDES PARISH, LA
 SAINT CHARLES PARISH, LA
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
 SAINT LANDRY PARISH, LA
 SAINT TAMMANY PARISH, LA
 SHERMAN COUNTY, OR
 TERREBONNE PARISH, LA
 TILLAMOOK COUNTY, OR
 TILLAMOOK COUNTY SHERIFFS OFFICE, OR
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR
 UMATILLA COUNTY, OR
 UNION COUNTY, OR
 WALLOWA COUNTY, OR
 WASCO COUNTY, OR
 WASHINGTON COUNTY, OR

WEST BATON ROUGE PARISH, LA
 WHEELER COUNTY, OR
 YAMHILL COUNTY, OR
 COUNTY OF BOX ELDER, UT
 COUNTY OF CACHE, UT
 COUNTY OF RICH, UT
 COUNTY OF WEBER, UT
 COUNTY OF MORGAN, UT
 COUNTY OF DAVIS, UT
 COUNTY OF SUMMIT, UT
 COUNTY OF DAGGETT, UT
 COUNTY OF SALT LAKE, UT
 COUNTY OF TOOELE, UT
 COUNTY OF UTAH, UT
 COUNTY OF WASATCH, UT
 COUNTY OF DUCHESNE, UT
 COUNTY OF UINTAH, UT
 COUNTY OF CARBON, UT
 COUNTY OF SANPETE, UT
 COUNTY OF JUAB, UT
 COUNTY OF MILLARD, UT
 COUNTY OF SEVIER, UT
 COUNTY OF EMERY, UT
 COUNTY OF GRAND, UT
 COUNTY OF BEVER, UT
 COUNTY OF PIUTE, UT
 COUNTY OF WAYNE, UT
 COUNTY OF SAN JUAN, UT
 COUNTY OF GARFIELD, UT
 COUNTY OF KANE, UT
 COUNTY OF IRON, UT
 COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS,
BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,
PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT
AUTHORITIES, RESERVATIONS AND UTILITIES
INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BEND METRO PARK AND RECREATION DISTRICT
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
 LA
 BOARDMAN PARK AND RECREATION DISTRICT
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL OREGON INTERGOVERNMENTAL
 COUNCIL
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS RIVER WATER
 CLATSkanie PEOPLE'S UTILITY DISTRICT
 CLEAN WATER SERVICES
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN
 RESERVATION
 COOS FOREST PROTECTIVE ASSOCIATION
 CHEHALEM PARK AND RECREATION DISTRICT
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 EUGENE WATER AND ELECTRIC BOARD
 HONOLULU INTERNATIONAL AIRPORT
 HOODLAND FIRE DISTRICT #74
 HOUSING AUTHORITY OF PORTLAND
 ILLINOIS VALLEY FIRE DISTRICT
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFOURCHE PARISH HEALTH UNIT - DHH-OPH
 REGION 3
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS

Requirements for National Cooperative Contract

MEDFORD WATER COMMISSION
 MELHEUR COUNTY JAIL, OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MULTNOMAH EDUCATION SERVICE DISTRICT
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 PORT OF BRANDON, OR
 PORT OF MORGAN CITY, LA
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON LEGISLATIVE ADMINISTRATION
 ROGUE VALLEY SEWER, OR
 SAINT LANDRY PARISH TOURIST COMMISSION
 SAINT MARY PARISH REC DISTRICT 2
 SAINT MARY PARISH REC DISTRICT 3
 SAINT TAMMANY FIRE DISTRICT 4, LA
 SALEM MASS TRANSIT DISTRICT
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY WATER DISTRICT
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
 BEAVERTON SCHOOL DISTRICT
 BEND-LA PINE SCHOOL DISTRICT
 BOGALUSA HIGH SCHOOL, LA
 BOSSIER PARISH SCHOOL BOARD
 BROOKING HARBOR SCHOOL DISTRICT
 CADDO PARISH SCHOOL DISTRICT
 CALCASIEU PARISH SCHOOL DISTRICT
 CANBY SCHOOL DISTRICT
 CANYONVILLE CHRISTIAN ACADEMY
 CASCADE SCHOOL DISTRICT
 CASCADES ACADEMY OF CENTRAL OREGON
 CENTENNIAL SCHOOL DISTRICT
 CENTRAL CATHOLIC HIGH SCHOOL
 CENTRAL POINT SCHOOL DISTRICT NO.6
 CENTRAL SCHOOL DISTRICT 13J
 COOS BAY SCHOOL DISTRICT NO.9
 CORVALLIS SCHOOL DISTRICT 509J
 COUNTY OF YAMHILL SCHOOL DISTRICT 29
 CULVER SCHOOL DISTRICT
 DALLAS SCHOOL DISTRICT NO.2
 DAVID DOUGLAS SCHOOL DISTRICT
 DAYTON SCHOOL DISTRICT NO.8
 DE LA SALLE N CATHOLIC HS
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6
 DOUGLAS EDUCATIONAL DISTRICT SERVICE
 DUFUR SCHOOL DISTRICT NO.29
 EAST BATON ROUGE PARISH SCHOOL DISTRICT
 ESTACADA SCHOOL DISTRICT NO.10B

FOREST GROVE SCHOOL DISTRICT
 GEORGE MIDDLE SCHOOL
 GLADSTONE SCHOOL DISTRICT
 GRANTS PASS SCHOOL DISTRICT 7
 GREATER ALBANY PUBLIC SCHOOL DISTRICT
 GRESHAM BARLOW JOINT SCHOOL DISTRICT
 HEAD START OF LANE COUNTY
 HIGH DESERT EDUCATION SERVICE DISTRICT
 HILLSBORO SCHOOL DISTRICT
 HOOD RIVER COUNTY SCHOOL DISTRICT
 JACKSON CO SCHOOL DIST NO.9
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
 JEFFERSON PARISH SCHOOL DISTRICT
 JEFFERSON SCHOOL DISTRICT
 JUNCTION CITY SCHOOLS, OR
 KLAMATH COUNTY SCHOOL DISTRICT
 KLAMATH FALLS CITY SCHOOLS
 LAFAYETTE PARISH SCHOOL DISTRICT
 LAKE OSWEGO SCHOOL DISTRICT 7J
 LANE COUNTY SCHOOL DISTRICT 4J
 LINCOLN COUNTY SCHOOL DISTRICT
 LINN CO. SCHOOL DIST. 95C
 LIVINGSTON PARISH SCHOOL DISTRICT
 LOST RIVER JR/SR HIGH SCHOOL
 LOWELL SCHOOL DISTRICT NO.71
 MARION COUNTY SCHOOL DISTRICT
 MARION COUNTY SCHOOL DISTRICT 103
 MARIST HIGH SCHOOL, OR
 MCMINNVILLE SCHOOL DISTRICT NOAO
 MEDFORD SCHOOL DISTRICT 549C
 MITCH CHARTER SCHOOL
 MONROE SCHOOL DISTRICT NO.1J
 MORROW COUNTY SCHOOL DIST, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MULTISENSORY LEARNING ACADEMY
 MYRTLE PINT SCHOOL DISTRICT 41
 NEAH-KAH-NIE DISTRICT NO.56
 NEWBERG PUBLIC SCHOOLS
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101
 NOBEL LEARNING COMMUNITIES
 NORTH BEND SCHOOL DISTRICT 13
 NORTH CLACKAMAS SCHOOL DISTRICT
 NORTH DOUGLAS SCHOOL DISTRICT
 NORTH WASCO CITY SCHOOL DISTRICT 21
 NORTHWEST REGIONAL EDUCATION SERVICE
 DISTRICT
 ONTARIO MIDDLE SCHOOL
 OREGON TRAIL SCHOOL DISTRICT NOA6
 ORLEANS PARISH SCHOOL DISTRICT
 PHOENIX-TALENT SCHOOL DISTRICT NOA
 PLEASANT HILL SCHOOL DISTRICT
 PORTLAND JEWISH ACADEMY
 PORTLAND PUBLIC SCHOOLS
 RAPIDES PARISH SCHOOL DISTRICT
 REDMOND SCHOOL DISTRICT
 REYNOLDS SCHOOL DISTRICT
 ROGUE RIVER SCHOOL DISTRICT
 ROSEBURG PUBLIC SCHOOLS
 SCAPPOOSE SCHOOL DISTRICT 1J
 SAINT TAMMANY PARISH SCHOOL BOARD, LA
 SEASIDE SCHOOL DISTRICT 10
 SHERWOOD SCHOOL DISTRICT 88J
 SILVER FALLS SCHOOL DISTRICT 4J
 SOUTH LANE SCHOOL DISTRICT 45J3
 SOUTHERN OREGON EDUCATION SERVICE
 DISTRICT

Requirements for National Cooperative Contract

SPRINGFIELD PUBLIC SCHOOLS
 SUTHERLIN SCHOOL DISTRICT
 SWEET HOME SCHOOL DISTRICT NO.55
 TERREBONNE PARISH SCHOOL DISTRICT
 THE CATLIN GABEL SCHOOL
 TIGARD-TUALATIN SCHOOL DISTRICT
 UMATILLA MORROW ESD
 WEST LINN WILSONVILLE SCHOOL DISTRICT
 WILLAMETTE EDUCATION SERVICE DISTRICT
 WOODBURN SCHOOL DISTRICT
 YONCALLA SCHOOL DISTRICT
 ACADEMY FOR MATH ENGINEERING & SCIENCE
 (AMES), UT
 ALIANZA ACADEMY, UT
 ALPINE DISTRICT, UT
 AMERICAN LEADERSHIP ACADEMY, UT
 AMERICAN PREPARATORY ACADEMY, UT
 BAER CANYON HIGH SCHOOL FOR SPORTS &
 MEDICAL SCIENCES, UT
 BEAR RIVER CHARTER SCHOOL, UT
 BEAVER SCHOOL DISTRICT, UT
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY
 (BSTA), UT
 BOX ELDER SCHOOL DISTRICT, UT
 CBA CENTER, UT
 CACHE SCHOOL DISTRICT, UT
 CANYON RIM ACADEMY, UT
 CANYONS DISTRICT, UT
 CARBON SCHOOL DISTRICT, UT
 CHANNING HALL, UT
 CHARTER SCHOOL LEWIS ACADEMY, UT
 CITY ACADEMY, UT
 DAGGETT SCHOOL DISTRICT, UT
 DAVINCI ACADEMY, UT
 DAVIS DISTRICT, UT
 DUAL IMMERSION ACADEMY, UT
 DUCHESNE SCHOOL DISTRICT, UT
 EARLY LIGHT ACADEMY AT DAYBREAK, UT
 EAST HOLLYWOOD HIGH, UT
 EDITH BOWEN LABORATORY SCHOOL, UT
 EMERSON ALCOTT ACADEMY, UT
 EMBURY SCHOOL DISTRICT, UT
 ENTHEOS ACADEMY, UT
 EXCELSIOR ACADEMY, UT
 FAST FORWARD HIGH, UT
 FREEDOM ACADEMY, UT
 GARFIELD SCHOOL DISTRICT, UT
 GATEWAY PREPARATORY ACADEMY, UT
 GEORGE WASHINGTON ACADEMY, UT
 GOOD FOUNDATION ACADEMY, UT
 GRAND SCHOOL DISTRICT, UT
 GRANITE DISTRICT, UT
 GUADALUPE SCHOOL, UT
 HAWTHORN ACADEMY, UT
 INTECH COLLEGIATE HIGH SCHOOL, UT
 IRON SCHOOL DISTRICT, UT
 ITINERIS EARLY COLLEGE HIGH, UT
 JOHN HANCOCK CHARTER SCHOOL, UT
 JORDAN DISTRICT, UT
 JUAB SCHOOL DISTRICT, UT
 KANE SCHOOL DISTRICT, UT
 KARL G MAESER PREPARATORY ACADEMY, UT
 LAKEVIEW ACADEMY, UT
 LEGACY PREPARATORY ACADEMY, UT
 LIBERTY ACADEMY, UT
 LINCOLN ACADEMY, UT

LOGAN SCHOOL DISTRICT, UT
 MARIA MONTESSORI ACADEMY, UT
 MERIT COLLEGE PREPARATORY ACADEMY, UT
 MILLARD SCHOOL DISTRICT, UT
 MOAB CHARTER SCHOOL, UT
 MONTICELLO ACADEMY, UT
 MORGAN SCHOOL DISTRICT, UT
 MOUNTAINVILLE ACADEMY, UT
 MURRAY SCHOOL DISTRICT, UT
 NAVIGATOR POINTE ACADEMY, UT
 NEBO SCHOOL DISTRICT, UT
 NO UT ACAD FOR MATH ENGINEERING & SCIENCE
 (NUAMES), UT
 NOAH WEBSTER ACADEMY, UT
 NORTH DAVIS PREPARATORY ACADEMY, UT
 NORTH SANPETE SCHOOL DISTRICT, UT
 NORTH STAR ACADEMY, UT
 NORTH SUMMIT SCHOOL DISTRICT, UT
 ODYSSEY CHARTER SCHOOL, UT
 OGDEN PREPARATORY ACADEMY, UT
 OGDEN SCHOOL DISTRICT, UT
 OPEN CLASSROOM, UT
 OPEN HIGH SCHOOL OF UTAH, UT
 OQUIRH MOUNTAIN CHARTER SCHOOL, UT
 PARADIGM HIGH SCHOOL, UT
 PARK CITY SCHOOL DISTRICT, UT
 PINNACLE CANYON ACADEMY, UT
 PIUTE SCHOOL DISTRICT, UT
 PROVIDENCE HALL, UT
 PROVO SCHOOL DISTRICT, UT
 QUAIL RUN PRIMARY SCHOOL, UT
 QUEST ACADEMY, UT
 RANCHES ACADEMY, UT
 REAGAN ACADEMY, UT
 RENAISSANCE ACADEMY, UT
 RICH SCHOOL DISTRICT, UT
 ROCKWELL CHARTER HIGH SCHOOL, UT
 SALT LAKE ARTS ACADEMY, UT
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
 SALT LAKE SCHOOL DISTRICT, UT
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,
 UT
 SAN JUAN SCHOOL DISTRICT, UT
 SEVIER SCHOOL DISTRICT, UT
 SOLDIER HOLLOW CHARTER SCHOOL, UT
 SOUTH SANPETE SCHOOL DISTRICT, UT
 SOUTH SUMMIT SCHOOL DISTRICT, UT
 SPECTRUM ACADEMY, UT
 SUCCESS ACADEMY, UT
 SUCCESS SCHOOL, UT
 SUMMIT ACADEMY, UT
 SUMMIT ACADEMY HIGH SCHOOL, UT
 SYRACUSE ARTS ACADEMY, UT
 THOMAS EDISON - NORTH, UT
 TIMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOELE SCHOOL DISTRICT, UT
 TUACAHN HIGH SCHOOL FOR THE PERFORMING
 ARTS, UT
 UINTAH RIVER HIGH, UT
 UINTAH SCHOOL DISTRICT, UT
 UTAH CONNECTIONS ACADEMY, UT
 UTAH COUNTY ACADEMY OF SCIENCE, UT
 UTAH ELECTRONIC HIGH SCHOOL, UT
 UTAH SCHOOLS FOR DEAF & BLIND, UT
 UTAH STATE OFFICE OF EDUCATION, UT

Requirements for National Cooperative Contract

UTAH VIRTUAL ACADEMY , UT
 VENTURE ACADEMY , UT
 VISTA AT ENTRADA SCHOOL OF PERFORMING
 ARTS AND TECHNOLOGY , UT
 WALDEN SCHOOL OF LIBERAL ARTS , UT
 WASATCH PEAK ACADEMY , UT
 WASATCH SCHOOL DISTRICT , UT
 WASHINGTON SCHOOL DISTRICT , UT
 WAYNE SCHOOL DISTRICT , UT
 WEBER SCHOOL DISTRICT , UT
 WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
 BATON ROUGE COMMUNITY COLLEGE, LA
 BIRTHINGWAY COLLEGE OF MIDWIFERY
 BLUE MOUNTAIN COMMUNITY COLLEGE
 BRIGHAM YOUNG UNIVERSITY - HAWAII
 CENTRAL OREGON COMMUNITY COLLEGE
 CENTENARY COLLEGE OF LOUISIANA
 CHEMEKETA COMMUNITY COLLEGE
 CLACKAMAS COMMUNITY COLLEGE
 COLLEGE OF THE MARSHALL ISLANDS
 COLUMBIA GORGE COMMUNITY COLLEGE
 CONCORDIA UNIVERSITY
 GEORGE FOX UNIVERSITY
 KLAMATH COMMUNITY COLLEGE DISTRICT
 LANE COMMUNITY COLLEGE
 LEWIS AND CLARK COLLEGE
 LINFIELD COLLEGE
 LINN-BENTON COMMUNITY COLLEGE
 LOUISIANA COLLEGE, LA
 LOUISIANA STATE UNIVERSITY
 LOUISIANA STATE UNIVERSITY HEALTH SERVICES
 MARYLHURST UNIVERSITY
 MT. HOOD COMMUNITY COLLEGE
 MULTNOMAH BIBLE COLLEGE
 NATIONAL COLLEGE OF NATURAL MEDICINE
 NORTHWEST CHRISTIAN COLLEGE
 OREGON HEALTH AND SCIENCB UNIVERSITY
 OREGON INSTITUTE OF TECHNOLOGY
 OREGON STATE UNIVERSITY
 OREGON UNIVERSITY SYSTEM
 PACIFIC UNIVERSITY
 PIONEER PACIFIC COLLEGE
 PORTLAND COMMUNITY COLLEGE
 PORTLAND STATE UNIVERSITY
 REED COLLEGE
 RESEARCH CORPORATION OF THE UNIVERSITY OF
 HAWAII
 ROGUE COMMUNITY COLLEGE
 SOUTHEASTERN LOUISIANA UNIVERSITY
 SOUTHERN OREGON UNIVERSITY (OREGON
 UNIVERSITY SYSTEM)
 SOUTHWESTERN OREGON COMMUNITY COLLEGE
 TULANE UNIVERSITY
 TILLAMOOK BAY COMMUNITY COLLEGE
 UMPQUA COMMUNITY COLLEGE
 UNIVERSITY OF HAWAII BOARD OF REGENTS
 UNIVERSITY OF HAWAII-HONOLULU COMMUNITY
 COLLEGE
 UNIVERSITY OF OREGON-GRADUATE SCHOOL
 UNIVERSITY OF PORTLAND
 UNIVERSITY OF NEW ORLEANS
 WESTERN OREGON UNIVERSITY
 WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY
 XAVIER UNIVERSITY
 UTAH SYSTEM OF HIGHER EDUCATION, UT
 UNIVERSITY OF UTAH, UT
 UTAH STATE UNIVERSITY, UT
 WEBER STATE UNIVERSITY, UT
 SOUTHERN UTAH UNIVERSITY, UT
 SNOW COLLEGE, UT
 DIXIE STATE COLLEGE, UT
 COLLEGE OF EASTERN UTAH, UT
 UTAH VALLEY UNIVERSITY, UT
 SALT LAKE COMMUNITY COLLEGE, UT
 UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE
 BOARD OF MEDICAL EXAMINERS
 HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
 HAWAII DEPARTMENT OF TRANSPORTATION
 HAWAII HEALTH SYSTEMS CORPORATION
 OFFICE OF MEDICAL ASSISTANCE PROGRAMS
 OFFICE OF THE STATE TREASURER
 OREGON BOARD OF ARCHITECTS
 OREGON CHILD DEVELOPMENT COALITION
 OREGON DEPARTMENT OF EDUCATION
 OREGON DEPARTMENT OF FORESTRY
 OREGON DEPT OF TRANSPORTATION
 OREGON DEPT. OF EDUCATION
 OREGON LOTTERY
 OREGON OFFICE OF ENERGY
 OREGON STATE BOARD OF NURSING
 OREGON STATE DEPT OF CORRECTIONS
 OREGON STATE POLICE
 OREGON TOURISM COMMISSION
 OREGON TRAVEL INFORMATION COUNCIL
 SANTIAM CANYON COMMUNICATION CENTER
 SEIU LOCAL 503, OPEU
 SOH- JUDICIARY CONTRACTS AND PURCH
 STATE DEPARTMENT OF DEFENSE, STATE OF
 HAWAII
 STATE OF HAWAII
 STATE OF HAWAII, DEPT. OF EDUCATION
 STATE OF LOUISIANA
 STATE OF LOUISIANA DEPT. OF EDUCATION
 STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT
 ATTORNEY
 STATE OF UTAH.

Requirements for National Cooperative Contract

THE INDUSTRIAL COMMISSION OF ARIZONA

ADMINISTRATION DIVISION



DALE L. SCHULTZ, CHAIRMAN
JOSEPH M. HENNELLY, JR., VICE CHAIR
SCOTT P. LEMARR, MEMBER
ROBIN S. ORCHARD, MEMBER
STEVEN J. KRENZEL, MEMBER

SYLVIA SIMPSON, CPA
CHIEF FINANCIAL OFFICER
PHONE: (602) 542-4641

FAX: (602) 542-3070

JAMES ASHLEY, DIRECTOR

June 1, 2017

To Whom It May Concern

Prudential Overall Supply, Inc. was granted Self-Insurance Authority on May 27, 1993 and has been authorized by the Industrial Commission of Arizona, with Self-Insurance Authority, since that time. Per R20-5-1105, Resolution of Authorization, Prudential Overall Supply, Inc.'s Self-Insurance Authority is still valid.

R20-5-1105, of the Industrial Commission of Arizona's Self-Insurance Rules states the following: The Commission shall issue a Resolution of Authorization to an applicant that meets the requirements of the Article. The Commission shall annually review and renew a Resolution of Authorization to self-insure. The authority to self-insure is valid and continues in effect until the Commission takes action under this Article or the self-insured terminates its authorization to self-insure under R20-5-1136.

Prudential Overall Supply, Inc. has submitted a complete and satisfactory self-insurance renewal package.

This letter shall serve as verification of the Prudential Overall Supply, Inc.'s continuing workers' compensation coverage to act as an authorized self-insured employer in the State of Arizona.

If there are any questions, please feel free to contact me at (602)-542-1839 or e-mail at Renee.Pastor@azica.gov

Renee Pastor

Renee Pastor
Self-Insurance
Industrial Commission of Arizona

RESOLUTION OF AUTHORIZATION
of
THE INDUSTRIAL COMMISSION OF ARIZONA

WHEREAS, effective May 27, 1993 the Industrial Commission of Arizona authorized PRUDENTIAL OVERALL SUPPLY, INC. to self-insure its obligations under the Arizona Workers' Compensation Act, A.R.S. § 23-901 *et seq.* for its employees included under its self-insurance program in the State of Arizona, Such authority having been renewed to present; and

WHEREAS, on June 1, 2017, PRUDENTIAL OVERALL SUPPLY, INC. requested renewal of authorization to self-insure its obligations under the Arizona Workers' Compensation Act; and

WHEREAS, the Industrial Commission of Arizona reviewed such request and supporting documents at a public meeting on August 11, 2017, and determined that PRUDENTIAL OVERALL SUPPLY, INC. has satisfied all requirements necessary under the aforementioned statute and applicable rules to continue as a self-insured employer; and

WHEREAS, PRUDENTIAL OVERALL SUPPLY, INC. agrees to comply with all statutes and rules governing self-insurance and the processing and payment of workers' compensation benefits to its employees included under its self-insurance program in the State of Arizona and further guarantees that it will continue to process and pay the workers' compensation claims of employees of prior entities and included subsidiaries from and after January 1, 1981 through the present; and

WHEREAS, PRUDENTIAL OVERALL SUPPLY, INC. has filed a security deposit in the amount of \$261,981;

This self-insurance coverage is effective for extra territorial purposes (reciprocity) the same as a workers' compensation insurance policy under A.R.S. § 23-904, Chapter 34.

NOW, THEREFORE, BE IT RESOLVED by the Industrial Commission of Arizona, that PRUDENTIAL OVERALL SUPPLY is authorized to continue to self-insure its obligations under the Arizona Workers' Compensation Act, A.R.S. §23-901 *et seq.*, for its employees included under its self-insurance program in the State of Arizona.

APPROVED this 11th day of August 2017.

THE INDUSTRIAL COMMISSION OF ARIZONA

By: 
Dale L. Schultz, Chairman

By: 
Joseph M. Hennelly, Jr., Vice Chair

By: _____
Scott P. LeMarr, Member

By: 
Robin S. Orchard, Member

By: 
Steven J. Krenzel, Member

ATTEST:


Kara Dimas, Commission Secretary

EXHIBIT “B”



12-15-17

Prudential Overall Supply is extending the City of Tucson pricing and terms from **CONTRACT NO: 171695, Rental of Uniforms, Floor Mats, Mops, Towels, and Related Services** to the City of Long Beach. Attached is the Participating Service Agreement and Pricing Addendum to detail merchandise and unit rates extended to the City of Long Beach through this National IPA Cooperative Agreement.

Thank you,

Ashley Carroll

Key Account Manager

"Quality Service Since 1932"

UNIFORMS - TOWELS - FACILITY PRODUCTS - CLEANROOM

PrudentialUniforms.com

CORPORATE OFFICE

1661 Alton Parkway, Irvine, CA 92606

(949) 250-4855 Fax: (949) 261-1118

Email: pos@pos-clean.com



2017 PRICE LIST CITY OF TUCSON/NATIONAL IPA PRICING

Pricing is based on the City of Tucson contract ("Master Agreement"). National IPA Participating Public Agencies can piggyback this "Master Agreement". Participating Public Agencies can take advantage of the discount rate below. Additional items can be added that are not listed.

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Industrial Wear				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Shorts	35%	25%	30%	20%
Safety and Protective Wear (including Flame Resistant clothing)				
Belts	35%	25%	30%	20%
Coveralls	35%	25%	30%	20%
Jackets	35%	25%	30%	20%
Pants	35%	25%	30%	20%
Shirts	35%	25%	30%	20%
Arc Suit	35%	25%	30%	20%
Vests	35%	25%	30%	20%
Caps and Headwear	35%	25%	30%	20%
Corporate Casual Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%

This documents is confidential and intended solely for the use of Prudential Overall Supply and National IPA participants. Any other use is prohibited.

2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Corporate Casual Wear Continued				
Polo's and T-Shirts	35%	25%	25%	20%
Sweatshirts	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%
Executive Wear				
Accessories	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blazers	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Slacks	35%	25%	25%	20%
Sweaters	35%	25%	25%	20%
Vests	35%	25%	25%	20%

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Healthcare				
Lab Coats	35%	25%	25%	20%
Scrubs, top	35%	25%	25%	20%
Scrubs, pant	35%	25%	25%	20%
Chef and Kitchen Wear				
Aprons	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Chef Coats	35%	25%	25%	20%
Chef Pants	35%	25%	25%	20%
Neckwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Food Service				
Aprons	35%	25%	25%	20%
Belts	35%	25%	25%	20%
Blouses/Tops	35%	25%	25%	20%
Caps and Headwear	35%	25%	25%	20%
Shirts	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shorts	35%	25%	25%	20%
Skirts	35%	25%	25%	20%
Housekeeping				
Aprons	35%	25%	25%	20%
Dresses	35%	25%	25%	20%
Pants	35%	25%	25%	20%
Shirts & Tunics	35%	25%	25%	20%

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent P.O.S. published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
Outerwear				
Caps and Headwear	35%	25%	25%	20%
Coats	35%	25%	25%	20%
Gloves	35%	25%	25%	20%
Jackets	35%	25%	25%	20%
Sweat Shirts	35%	25%	25%	20%
Swimwear	35%	25%	25%	20%
Other:				
Laundry Racks	no-charge	no-charge	15%	n/a
Mat Services				
Anti - Fatigue Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Scraper Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Safety Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Flow - Thru Shower Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Bar Mats	0-50=20%	51-200=35%	0-50=10%	51-200=20%
Towels and Linen				
Table Linens & Napkins	20%		15%	
Bed Linens	NA		NA	
Towels and Wiping Cloths	30%		20%	
Industrial Towels	30%		20%	
Towel Can	no-charge		20%	
Microfiber Towels	30%		20%	
Mops				
Treated Mops	30%		25%	
Wet Mops	30%		25%	
Handles for Mops	30%		25%	
Microfiber Mops	30%		25%	

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2017 PRICE LIST, CITY OF TUCSON/NATIONAL IPA PRICING

Percentage Discount off most recent POS published retail price guide	Rental with Weekly Delivery		Purchase	
	Regular Size	Extended Size	Regular Size	Extended Size
<i>Other:</i>				
Restroom Paper Goods	25%		25%	
Air Fresheners	25%		25%	
Hand Soap	25%		25%	
Ancillary Charges				
Agency Owned Garments- Contractor Laundered	\$0.50			
Prep charge per garment for removal and application of new patches	\$1.00			
Removal of patches and reapplication to another garment	\$1.00			
Application of new patch	\$1.00			
Seasonal uniform change per garment. e.g. from short to long sleeve	\$1.00			
Garment Loss Protection Program	\$0.07 per garment			
Garment Damage Protection	\$0.03 per garments			
Budget Protection Plan	\$0.12 per garment			

<i>State percentage discounts off for the following.</i>	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed.	<i>25% Discount will be offered</i>

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CITY OF TUSCON/NATIONAL IPA PARTICIPATION SERVICE AGREEMENT

Prudential Overall Supply and __City of Long Beach__ ("PARTICIPATING PUBLIC AGENCY") wish to establish a piggyback agreement ("Participating Service Agreement") via the City of Tucson contract available through National IPA. Contract No.171695.

FIRST DELIVERY DATE ____1-1-18____

Section 1, TERM OF AGREEMENTS:

The City of Tucson contract term is October 6, 2017 thru October 5, 2022. PRUDENTIAL OVERALL SUPPLY shall have the right to enter local services with PARTICIPATING PUBLIC AGENCY "piggybacking" the City of Tucson/National IPA Agreement, provided the effective date of the Service Agreement is prior to the expiration of the City of Tucson/National IPA Agreement. PARTICIPATING PUBLIC AGENCY acknowledge that all local service Agreements contracted within the final 36 months of the City of Tucson Master Agreement shall extend for 36 months from the first delivery date for the PARTICIPATING PUBLIC AGENCY. Example: Year three extends for 36 months with and expiration in 2022; Year four extends for 36 months with and expiration in 2023; Year five extends for 36 months with and expiration in 2024.

The expiration date of this Participation Service Agreement shall be _10-5-22_____.

Section 2, TERMS:

Payment is due 30 days from the invoice date or upon receipt of monthly statement. All prices reflect credit for time off due to employee vacation, holiday or sickness.

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CITY OF TUCSON/NATIONAL IPA PARTICIPATION SERVICE

AGREEMENT

Continued

Section 3, PRICING:

Prudential Overall Supply will extend the City of Tucson/National IPA Master Agreement pricing to PARTICIPATING PUBLIC AGENCY. Pricing will reflect the negotiated discount price that is contained in the City of Tucson/National IPA Master Agreement. See attached pricing structure extended to the City of Long Beach. This Agreement pricing structure will remain constant throughout the term of this Agreement. However, Off- Agreement pricing will be subject to increase for Off-Agreement items required by PARTICIPATING PUBLIC AGENCY not listed on this Agreement. PARTICIPATING PUBLIC AGENCY will have a separate pricing list.

Section 4, REPLACEMENT:

In the event of damage to wearing apparel by the PARTICIPATING PUBLIC AGENCY, reasonable wear accepted, PARTICIPATING PUBLIC AGENCY will pay PRUDENTIAL'S replacement value. PARTICIPATING PUBLIC AGENCY will pay PRUDENTIAL'S replacement value for lost merchandise. In the event of damage to other merchandise or equipment by PARTICIPATING PUBLIC AGENCY, PARTICIPATING PUBLIC AGENCY will pay the replacement value. PARTICIPATING PUBLIC AGENCY can elect to participate in PRUDENTIAL'S Budget Protection Program. The Budget Protection program is a per piece insurance rate that covers all uniform damage related charges except gross misuse.

Section 5, RIGHT OF CANCELLATION:

If at any time the standard of quality for either service or merchandise does not meet the industry standard. PARTICIPATING PUBLIC AGENCY will give PRUDENTIAL written notice to correct said deficiencies. PRUDENTIAL will have 60 days to correct said deficiencies. Should PRUDENTIAL fail to correct deficiencies to that of industry standards, Agreement may be cancelled after paying for any lost and damage merchandise. PARTICIPATING PUBLIC

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CITY OF TUCSON/NATIONAL IPA PARTICIPATION SERVICE
AGREEMENT
Continued

AGENCY will also pay unpaid invoices for prior services rendered. If PARTICIPATING PUBLIC AGENCY elects to cancel service for any other reason, there will be a buyback to supplier to cover the initial investment of said account.

General:

PARTICIPATING PUBLIC AGENCY agrees to pay a nonrefundable \$1.00 preparation fee for each garment placed in service after the original (30) days installation. PARTICIPATING PUBLIC AGENCY agrees to pay for any lettering that is requested. PARTICIPATING PUBLIC AGENCY agrees to pay for any inventory maintenance charge as stated in the City of TUCSON Master Agreement. PARTICIPATING PUBLIC AGENCY warrants that they accept all terms and conditions of this Participation Service Agreement.

Participating Public Agency

Prudential Overall Supply

Signature

Signature

Name

Name

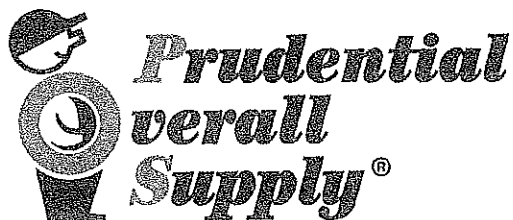
Title

Title

Date

Date

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City of Long Beach Price Structure 2017

Description of Merchandise	Mdse Code	Color Code	Total Inventory or "As Needed	Rental Unit Price	Lost Charge
Twill Coveralls	4044	51	11	\$0.32	\$25.00
100% Cotton Coveralls	4019	51	11	\$0.38	\$27.25
Contractor Fire Retardant Coveralls	4017	4499	11	\$1.50	\$78.32
FR Delix Coverall	4014	71	11	\$0.78	\$72.00
Industrial Work Shirt	7842	49	11	\$0.15	\$10.25
Women's Industrial Work Shirt	1942	494S	11	\$0.15	\$10.25
Dura-Stripe Shirt	7842	1617	11	\$0.16	\$10.25
100% Cotton Shirt	7833	49	11	\$0.17	\$15.00
Contrast Collar Polo Shirt	7780	444P	11	\$0.19	\$11.60
Executive Shirt-60/40 poly cotton	8043	7999	11	\$0.18	\$23.40
Excel Fire Retardant Shirt	7852	49	11	\$0.43	\$47.00
Solid Team Jacket	5848	4434	11	\$0.64	\$23.30
Soft Shell Jacket	6297	44	11	\$1.92	\$60.00
Perma Lined Jacket	6044	44	11	\$0.64	\$23.30
Slash Pocket Jacket	5848	44	11	\$0.64	\$23.30
FR Cotton Flame Resistant Jacket	5817	4434	11	\$2.50	\$89.00
FR Reflective Resistant Jacket	5817	4434	11	\$3.50	\$112.00
Industrial Pants	7344	44	11	\$0.15	\$11.00
Industrial Shorts	7344	44	11	\$0.15	\$11.00
Womens Industrial Pants	7097	44	11	\$0.18	\$11.00
Wrangler Classic Fit Jeans	7533	11	11	\$0.18	\$16.00
Executive Pant-65/35 poly cotton	7244	711P	11	\$0.35	\$24.58
Casual Pleated Pant- 65/35 poly	7244	711P	11	\$0.35	\$24.58
Excel Fire Retardant Pant	7314	44	11	\$0.45	\$48.00
Painter 100% Cotton	7333	79	11	\$0.18	\$16.00
Lab Coat	3235	79KF	11	\$0.25	\$20.00
Womens Lab Coats	3835	79	11	\$0.25	\$20.00
Wrap Around Smock	8435	44	11	\$0.25	\$20.00
Barrier Lab Coat	3235	0	11	\$0.45	\$48.00
Shop Coat	7C33	441E	11	\$0.25	\$20.00
Bath Towel 22X44	9985		as needed	\$0.29	\$2.25

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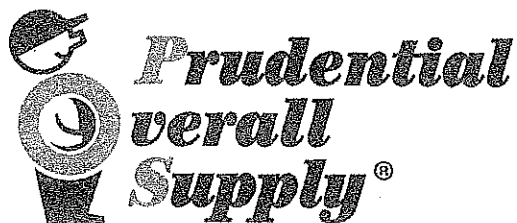
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PrudentialUniforms.com

740 F Street, Chula Vista, CA 91910

(619) 427-1240 Fax: (619) 426-0898

Email: pos@pos-clean.com



City of Long Beach Price Structure 2017 Continued

Description of Merchandise	Mdse Code	Color Code	Total Inventory or "As Needed	Rental Unit Price	Lost Charge
Dish Towel	9958		as needed	\$0.16	\$1.08
Microfiber Towel	9763		as needed	\$0.155	\$1.41
Shop Towels	9776		as needed	\$0.052	\$0.45
3x5 Appearance Mat	903x		as needed	\$1.55	\$54.10
4x6 Appearance Mat	904x		as needed	\$2.47	\$82.87
3x10 Appearance	907x		as needed	\$3.09	\$108.15
2.5 x 3 Anti-Fatigue Mat	9212		as needed	\$1.24	\$36.83
3x5 Anti-Fatigue Mat	9232		as needed	\$1.55	\$90.09
3x5 Flow-Thru	9234		as needed	\$1.35	\$90.09
3x5 Safety Mat	9031		as needed	\$1.65	\$89.78
3x5 Scraper Mat	9238		as needed	\$1.55	\$64.46
18" Microfiber Mop	9387		as needed	\$0.22	\$1.10
Dust Mop 38" w/handle	9314		as needed	\$0.88	\$21.96
Dust Mop 50" w/handle	9315		as needed	\$1.18	\$25.62
Dust Mop Handle	9391		as needed	NC	\$18.30

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