

CITY CLERK ORIGINAL

C-9989
05/26/2015

LINKING AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND MISSION LINEN SUPPLY, INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 26 day of May, 2015 between the City of Glendale, an Arizona municipal corporation (the "City"), and Mission Linen Supply, Inc., a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On May 19, 2013, under the State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Statewide Uniform Rentals and Laundry Services, Contract No. ADSP013-047995, which is attached hereto as Exhibit A. The Statewide Uniform Rentals and Laundry Services Contract permits its cooperative use by other governmental agencies including the City. The Statewide Uniform Rentals and Laundry Services is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was May 19, 2013, until the date the contract expires on May 18, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond May 19, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until May 18, 2016. The City may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on May 19, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three hundred thousand dollars (\$300,000).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

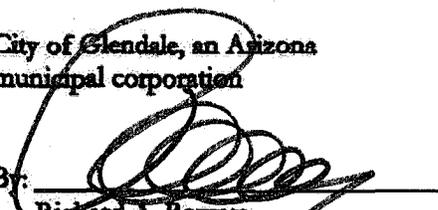
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

"City"

City of Glendale, an Arizona
municipal corporation

By: 

Richard A. Bowers
Acting City Manager

"Contractor"

Mission Linen Supply, Inc.,
a California corporation

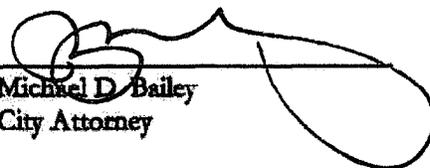
By: 

Name: Anthony Fernichio *Chris Phelps*
Title: Account Manager *General Manager*

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MISSION LINEN SUPPLY, INC.**

EXHIBIT A

ADSP013-047995 - Statewide Uniform Rentals and Laundry Services

Contract Attachment I

Contract Attachment II

Contract Attachment III

Offer & Acceptance

Contract Amendment One (I)

Contract Change Order #05



Invitation for Bid

Solicitation No: ADSPO13-00002969

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Description: Statewide Uniform Rental & Laundry Services

State of Arizona
State Procurement Office
100 N.15th Ave., Suite 201
Phoenix, AZ 85007

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1. BACKGROUND

The State of Arizona (hereinafter referred to as the State), its Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (Cooperative) have an ongoing requirement to establish a term statewide contract for Uniform Rental and Laundering Services to be utilized by authorized State of Arizona Agencies, Boards and Cooperative Members (Eligible Agencies).

Based on historical data and anticipated volumes, the estimated spend under the resultant contract is anticipated between \$1.5 million and \$2 million annually. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with service locations throughout the State.

2. GENERAL CONDITIONS AND REQUIREMENTS

- 2.1 The Contractor shall have in place, capable key personnel trained and responsible for providing the following services:
- Customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. All customer service representatives shall be available to contact users during normal business hours and have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. Customer Service Representatives shall be available by phone (toll free number preferred), email or internet.
 - Multiple account set up and management.
 - Maintenance of electronic and hard copy catalogs and State pricing.
 - Administration of spend management program.
 - Maintenance of data management and report program.
- 2.2 The Contractor shall maintain complete and accurate records required to substantiate services provided to the eligible agency. All records shall, at a minimum, be able to inventory and track all garments issued to an eligible agency. This list shall track all garments rented, returned, picked up for cleaning, mending, repair or replacement during the contract period. Such records shall be made available to the eligible agency upon request at no additional charge.
- 2.3 The Contractor shall provide ongoing telephone access to all eligible agencies for the purpose of providing consultation, ordering information, technical assistance, and dispute resolution. Telephone access and Contractor assistance shall be available during normal business hours (8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State observed holidays). If located out of local calling area, the Contractor shall provide a toll free number.
- 2.4 Prices shall be inclusive of all miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, gas, etc.)
- 2.5 The Contractor shall provide a written response to all complaints within forty-eight (48) hours of receiving any complaint. The Contractor shall be required to rectify any problems of said notification within fourteen (14) days.
- 2.6 The Contractor and each eligible agency location shall provide each other with a designated contact responsible for all questions and concerns.
- 2.7 Products shall be available for ordering at the time of contract award and throughout the life of the contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State through a contract amendment.
- 2.8 The Contractor shall have inventory and transportation capacities sufficient to meet statewide customer demand and contract delivery requirements as stated in this solicitation.

3. ORDERING REQUIREMENTS

- 3.1 Initiation and authorization of any of services shall be done only at the sole discretion of the eligible agency and shall be made solely upon the issuance of a purchase order issued by an eligible agency (citing the correct contract number and signed by an authorized agent of that eligible agency).

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- 3.2 Contractor may utilize its standard rental agreement forms for such possible uses as recording the relevant data for garments rented under this contract. However, any terms and conditions in such Contractor's standard rental agreement forms shall be without force or effect regardless of whether any of Contractor's rental forms are signed by customer or its representatives. The sole terms and conditions applicable to rentals or series' of rentals under this contract shall be those contained herein.
- 3.3 The eligible agency reserves the right to add or delete additional employees and rental services and locations at any time during the term of this contract. These additions or deletions shall be made at no extra charge, except for the weekly costs involved.
- 3.4 The eligible agency location shall notify the Contractor in writing when an employee has terminated employment. The eligible agency location shall delete the employee name(s) from the list and collect all clothing items assigned to that individual and make appropriate adjustments to the account.
- 3.5 The Contractor will be required to establish a check-in/check-out inventory system at all locations being serviced. Both the Contractor and eligible agency location shall confirm all items delivered and picked by signing the form. Forms shall identify the contract number, eligible agency location and contact, the Contractor's driver, and document, at a minimum, the following information. After signature, a copy shall be provided to the eligible agency location.
 - Number of clothing items (by description and Price Sheet Item No.) delivered and picked up by employee.
 - Number of non-clothing items (by description and Price Sheet Item No.) delivered and picked up.

4. RENTAL/LAUNDERING

- 4.1 It shall be the responsibility of the Contractor to communicate with their service areas, accounts receivable and other areas involved in compliance with State's contract pricing.
- 4.2 Initial outfitting of clothing items shall be new. As new or additional personnel are hired, they will also receive new garment items. If requested, all personnel shall be fitted to insure proper sizing. Contractor shall be required to do all fittings on site at the requested location.
- 4.3 To ensure proper fitting of all garments, the Contractor shall exchange all regular (sizes **up to** 2XL for shirts and 48" waist for pants) garments within 7 days after notification and non-standard size garments (sizes **above** 2XL for shirts and 48" waist for pants) within 14 days after notification.
- 4.4 Deficiencies shall be corrected within 24 hours after notification. Deficiencies may include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired clothing items or dirty clothing items. At no time shall an agency employee work without the required clothing to perform his/her job. The Contractor shall provide loaner clothing until any discrepancies are resolved. The eligible agency reserves the right to request all or individual employee's uniforms to be replaced with new uniforms as determined necessary.
- 4.5 If an employee is on extended leave and the clothing item(s) are turned in pending a return to work date, a credit adjustment shall be made on the invoice/delivery ticket.
- 4.6 Technical Clothing Item Specifications:
 - In the interest of safety, the fabric should be of a material and weave that tends to limit or minimize injuries from slicing or impact.
 - The clothing items may vary in color, material, pant and sleeve length. Contractors shall provide the smallest to the largest sizes available.
 - All clothing items shall be available in men's and women's sizes.

5. CLOTHING ITEM MAINTENANCE

- 5.1 Cleaning & Laundering:
 - All clothing items must be washed in full accordance with State and Federal regulations and requirements governing commercial and industrial laundries.
 - As it pertains to lab coats, all lab coats shall be washed in a hot water cycle of greater than 160 degrees Fahrenheit (71 degrees Celsius) without bleach (recommended). If the water temperature is less than 160 degrees Fahrenheit (71 degrees

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Celsius), bleach must be used to ensure proper disinfection of the fabric. Softener shall not be used to ensure no breaks in the surface tension of the fabric, which may cause it to leak and reduce proper barrier protection. The laundry cycle shall be 25 minutes or more for both the wash and dry cycles.

- All clothing items must be treated for mildew prevention.
- All clothing items must be laundered using detergents or cleaners that are environmentally safe and leave the garment odor free. ***Clothing items that retain an offensive smell or residual odor after laundering will not be acceptable.***
- The Contractor shall provide damage repair tags and a communication log book for each eligible agency location at no cost to the State. In addition, heavy-duty hanger racks, hampers and/or heavy-duty duffel bags for soiled clothing items shall be provided, as requested, for those eligible agency locations that do not have lockers.

5.2 Clothing Item Wear & Tear:

- Clothing items shall be removed from inventory when found to be worn out and/or not presentable with damages such as tears, patches, seam flaws, missing buttons, bad zippers, emblems, as determined by the Contractor's quality control area or the eligible agency representative. Those items removed from inventory shall be replaced and the eligible agency's emblem shall be sewn on all replacement clothing items.
- The Contractor shall replace all garments determined by the eligible agency to be in a worn (non-repairable, impaired or damaged by normal use or wear) condition at no additional charge. Charges may be assessed for any damages beyond normal wear and tear.

5.3 Repairs:

- The Contractor shall maintain all rental clothing items in a reasonable condition that includes the replacement of buttons, sewing of all seams with holes and replacement of ripped/torn clothing items. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the State and the Contractor shall unconditionally accept said interpretations.
- Any clothing item tagged for repairs shall be returned in a professionally repaired condition or shall be replaced with a new clothing item within one week (next delivery) at no cost to the eligible agency. All replacement clothing items shall be new clothing items. Clothing items delivered with rips, holes, missing buttons, soil spots, etc. will be sent back and no rental charge shall be paid for that item until it is returned in acceptable condition.

5.4 Emblems:

- Each work shirt shall be provided with a sewn on patch (provided by eligible agency) and/or an embroidered employee name, if requested by the eligible agency. The placement of the emblem and/or the embroidered name shall be identified by the eligible agency.
- Garments issued shall have the employees name permanently marked in an inconspicuous place to prevent theft or loss.

6. DELIVERIES

- 6.1 Each eligible agency location requiring service will identify their delivery schedule with the Contractor. Contractor shall have all service performed, documented, and signed and dated by the eligible agency location with a copy left at delivery site per delivery.
- 6.2 The Contractor shall pick-up and drop off all garments weekly (or as specified by the eligible agency) for cleaning, repair and replacement (when necessary).
- 6.3 Eligible agencies will require a different quantity of clothing item changes per employee. Eligible agency contacts will provide the quantities needed per location and these numbers are given for Contractor guidance only with no minimum amount guaranteed or implied.
- 6.4 If an eligible agency's holiday interferes with a delivery schedule, the eligible agency and Contractor shall make arrangements to deliver the uniforms at a different time or deliver double uniforms on the previous delivery. The Contractor shall be given the eligible agency holiday schedule to help forecast any changes in deliveries.
- 6.5 The Contractor must notify the eligible agency location contact one (1) week prior of any route change.

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6.6 The Contractor shall provide inside delivery to a specific location at no extra charge, upon customer request. Inside delivery shall be defined as delivery of the product inside the customer's business, building, specific office floor or suite.

7. REQUIRED ITEMS

The following is a list of items that have been identified by eligible agencies. Not all agencies will require all items. The State makes no guarantees of quantities ordered on any items listed below.

7.1 Industrial Work Shirts – **LS & SS Navy, Tan, Spruce, Light Blue, Burgundy, Light Green, Brown, Postman Blue, Charcoal, Red, Light Grey, White, and Fluorescent Orange Required.**

- Shirt shall be poplin weave, press fabric of polyester/cotton blend.
- Collars shall be lined with collar stays.
- Shirts shall have button fronts.
- Option of long or short sleeve or combination (employee choice).
- Shirt to have one or two front pockets with or w/o button and buttonholes.
- Shirts shall have extended tail bottoms.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked.
- Fluorescent Orange must meet the ANSI/ISEA 107-1999 standards for high visibility apparel.

7.2 Executive Shirts – **LS & SS Grey, Light Blue, White, Burgundy Stripe, and Blue Stripe Required.**

- Shirts shall be washable permanent press fabric of cotton/polyester blend.
- Collars shall be lined and have collar stays.
- Shirts to have button fronts.
- Option of short or long sleeves or combination (employee choice).
- Shirt to have one or two front pockets with or w/o button and buttonholes.
- Shirts shall have extended tail bottoms.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked.

7.3 Polo Shirts – **Port Authority Style – LS & SS Navy, Tan, Burgundy, Hunter, Red, White, Light Blue, Black, Light Grey Required.**

- Shirts shall be washable fabric of cotton/polyester blend or cotton.
- Collar shall be double tacked with 3 button front placket.
- Double needle stitched at armholes, shoulders and cuffs.
- Shoulder seams shall be tapered style.
- Short or long sleeve with hemmed sleeves.

7.4 Denim Jean Pants – **Regular & Relaxed Fit Dark Blue, Light Blue, and Black Required.**

- Pants shall be of 100% cotton denim fabric.
- Option of relaxed fit or regular fit (Employee choice).
- Pants shall be available in men's and women's cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

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7.5 Denim Jean Pants – Maternity – Dark Blue, Light Blue, and Black Required.

- Pants shall be a cotton/polyester/spandex blend, denim fabric.
- Pants shall have pockets on front and back.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have full elastic waist.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- Pants shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.6 Industrial Pants – Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, and Charcoal Required.

- Plain front, slack style front pockets, set-in hip pockets.
- Fabric available in wrinkle resistant 100% preshrunk cotton or polyester/cotton twill.
- Pants shall be available in men’s and women’s cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4” belts.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.7 Industrial Pants – Maternity – Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, and Charcoal Required.

- Pants shall be a preshrunk, cotton/polyester/spandex twill blend.
- Pants shall have pockets on the front and can be in back.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have full elastic waist.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- Pants shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.8 Executive Pleated Pants, Easy Fit – Khaki, Navy, Charcoal, and Black Required.

- Pants shall be wrinkle resistant twill fabric of polyester/cotton.
- Double pleated straight leg style for both men and women.
- Pants shall be available in men’s and women’s cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly.
- Belt loops shall be wide enough to accommodate 2-1/4” belts.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.9 Executive Pants – Maternity, Easy Fit – Khaki, Spruce, White, Navy, and Charcoal Required.

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- Pants shall be a cotton/polyester/spandex twill blend.
- Pants shall have pockets on the front and can be in back.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have full elastic waist.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- Pants shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.10 Cotton Flat Front Pant – Navy, Tan, Spruce, White and Charcoal Required.

- Pants shall be cotton twill.
- Pants shall have pockets on the front and can be in back.
- Pants shall have a button closure.
- Pants shall have a heavy brass zipper.
- Pants shall a dress-style waistband.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.10 Shorts, Slack Styling – Khaki, Spruce, Black, Navy, and Charcoal Required.

- Plain front and double pleated, slack style front pockets, set-in hip pockets.
- Fabric shall be polyester/cotton twill.
- Pants shall be available in men's and women's cut (not conversion)
- Shall have pockets on the front and rear.
- Shall have no cuffs.
- Length of shorts shall be between mid-thighs to top of knee.
- Shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- Shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.11 Coveralls – Spruce, White, Navy, Charcoal, and Postman Blue Required.

- A one piece action back.
- No stick zipper.
- Two-way zipper front pockets.
- Two-patch hip pockets.
- Two chest pockets (no flaps).
- Elastic waist inserts.
- Coverall shall be polyester/cotton or polyester/cotton twill insulated.

7.12 T-Shirts – Preshrunk – LS & SS, Grey Required

- Heavy-duty preshrunk 100% cotton T-shirts.
- Detailed with double-needle stitching.
- Seamless collar and hemmed shirt tail.
- Short and Long sleeve, with and w/o front pocket

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- A variety of colors available.
- Neck style shall be round neck.

7.13 **Jacket – Solid Bomber Style – Navy, Spruce, Charcoal, and Brown Required.**

- Jacket shall be polyester/cotton twill blend.
- Cotton twill fully lined.
- Zip front.
- Rib knit collar cuffs and waistband.
- Slash pockets.

7.14 **Jacket – Solid Ike Style – Navy, Spruce, Charcoal, and Brown Required**

- Jacket shall be polyester/cotton twill blend.
- Twill Zip front.
- Lined collar.
- Slash pockets.
- Patch pocket on left sleeve.
- Adjustable cuffs.
- Adjustable waistband tabs.

7.15 **Basic Lab Coat – Light Blue, White, and Navy Required.**

- Polyester/cotton poplin.
- Long sleeved and short sleeved.
- Button front and snap front option.
- Notched lapel collar.
- Left chest pocket located on the outside of the coat.
- Two lower pockets.
- Trim fit.
- Cuffed and non-cuffed options.
- A variety of colors available.

7.16 **Apron – Kelly White, Spruce, Red, and Black Required.**

- Bib style.
- With and without pockets.
- 100% polyester fabric.
- A variety of colors available.

7.17 **Chef Coat – White Required.**

- Polyester/cotton twill, with stand-up collar and left chest pocket
- Reversible double breasted front.
- A variety of colors available.

7.18 **Scrubs – Mariner Blue, Green, and Red Required.**

- 65-35 Cotton/Polyester blend.
- Tunic scrub top.
- Drawstring scrub pant.

7.19 **Other Rental Services –**



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- Shop Towels, Cloth (for heavy grease and soil use) – **Orange, Navy Required.**
 - Industrial cloth shop towels (18" x 18"), 100% cotton.
 - Costs will be based on inventory and laundering of shop towels per week.
- Towels, Cloth – **White Required.**
 - 100% cotton; ribbed terry; heavyweight; 17" x 20", 20" x 40"; white.
- Cloth Fender Cover – **Red or Black Required**
 - Industrial cloth fender covers, polyester/cotton blend, 36 x 54".
 - Costs will be based on inventory and laundering per week.
- Cloth Laundry / Duffle Bags
 - 100% polyester mesh net, draw string with cord lock.
 - Machine washable; 25" x 36".
 - Color: dark.
- Floor Mats – **Greeting/Safety Mats in a variety of colors Required. Anti-Fatigue Mats in Black Required.**
 - Mat types include greeting mats; safety mats and anti-fatigue mats.
 - Made of high-twill nylon yarn, skid resistant surface,
 - 100% nitrile rubber, oil and chemical resistant.
 - Must meet ADA height guidelines.
 - 2'x3', 3'x4', 3'x5', 3'x10' and 4'x6'.
- Dust Mop (both Quick Change and Collapsible)
 - No snag or fraying, strong polyester backing to resist tearing and shrinkage.
 - Both treated and untreated.
- Locker Rental
 - 26" (w) x 21" (d) x 7' (h), Lockers come in either a 6 compartment or 8 compartments with 4 upper and 4 lower individual lockers. (OR SIMILAR)



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State of Arizona
State Procurement Office
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1. CONTRACT ADMINISTRATION

- 1.1 The State's primary contact for this solicitation and result contracts shall be:

Ryan J. Litner, Senior Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 364-1087
Fax: (602) 542-5508
Email: ryan.litner@azdoa.gov

- 1.2 Consolidated Contract Document. The State may create a consolidated contract document for the purpose of facilitating ease of use, contract administration, and concurrence of the parties.

2. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona Departments, Agencies, Commissions and Boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes 41-2632.

3. ADMINISTRATIVE FEE/USAGE

- 3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
- 3.2 Contractor shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.
- 3.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
- Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.
- 3.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:
July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31
- 3.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 3.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.



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3.7 **Volume Sales Report.** The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

4. CONTRACT TERM

The contract shall begin upon the date of contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

5. CONTRACT RENEWAL

The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The contract may be extended for additional one year period or a portion thereof with a maximum aggregate total of five years.

6. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

7. ORDERING

Any commodities to be furnished under this contract shall be ordered by issuance of purchase orders by the eligible agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contact number.

8. PAYMENT

8.1 All eligible agencies shall pay the Contractor for services specified in the contract at the rates set forth in ProcureAZ.

8.2 The Contractor shall submit to the eligible agency an invoice for the previous month. All invoices shall include, at a minimum, the contract and purchase order number, employees name and the number of uniforms cleaned and returned for each employee. Items are to be identified by and line item number per employee. Failure to disclose all offered and accepted prompt payment terms on all billing notice/invoice activities may be subject to the legal and contractual remedies available to the State inclusive of, but not limited to, credits to eligible agencies, contract cancellation, or any other remedy available by law. The eligible agency shall make every effort to process payment within 30 calendar days after receipt and approval of a signed invoice submitted within the time frames described above.

8.3 Payments made by the eligible agency to the Contractor pursuant to this contract are conditioned upon the availability, to the eligible agency, of funds authorized for expenditure in the manner, and for the purpose, provided herein. The eligible agency shall not be liable for any purchases and/or contracts entered into by the Contractor in anticipation of such funding.

8.4 At the contract expiration/termination date, the Contractor shall submit a final statement of charges, to all eligible agencies, for services rendered within 30 days of expiration/termination date. The eligible agencies shall process the claim for payment in accordance with the standard operating procedures of the State. The eligible agencies will not assure prompt or timely processing of payment for statements of charges that are received in excess of 30 days after contract expiration/termination date.

8.5 Under no circumstances shall the eligible agency authorize payment to the Contractor for any item/service other than those specified in this contract or for any amount other than the amount specified in the contract without a written amendment to the contract. The eligible agency shall notify the Contractor of any action taken in adjusting the amount of payment or withholding payment. The eligible agency may, at its sole option, withhold final payment under the Contract until receipt of all final reports and deliverables or completion of any financial audit.

8.6 Contractors may access their payment information at <http://www.venpay.gao.azdoa.gov/>.

9. DELIVERY & PICK-UP

9.1 Start-up orders/deliveries must be made within 4 weeks from receipt of a purchase order. Exchanges or short deliveries shall be made within 5 to 7 days (next weekly delivery) after notification. Drop off and pick-up for the purposes of laundering shall be

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performed weekly (or as mutually agreed upon by the Contractor and eligible agency). Pick up after rental/contract period end date shall be made within 7 days.

9.2 The Contractor must accommodate security requirements when making deliveries to correctional facilities. These requirements include, but are not limited to, the following:

- All trucks must stop at the security gate. The driver must provide a valid driver's license and must comply with the directions from the institutional security officer for delivery to the warehouse. All trucks are subject to search and any contraband will be confiscated and returned after the delivery is made.
- Drugs, alcohol, and weapons cannot enter the facility. Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.
 - DEFINITION- A.R.S. 13-2501. Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)
 - PROMOTING PRISON CONTRABAND - A.R.S. 13-2505 (a Class 5 felony) A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- Tobacco cannot enter any facility. Due to the hazards of smoking, exposure to second hand smoke and State laws prohibiting tobacco use at safe school sites (secure facilities) and other publicly owned locations, the eligible agency shall protect its employees and clients from the dangers of smoking in compliance to ARS § 36-601.01, 02. Tobacco products include: Cigarettes; Cigars; Smokeless Tobacco; Chewing Tobacco; Snuff.
- Vehicles arriving with any of the above noted types items may not be allowed to enter or will be required to turn in all questionable items to security/facility officer prior to entering.

9.3 Vehicles arriving and departing from certain secure agency facilities or grounds are subject to inspection and clearance by security personnel. The Contractor shall be aware of all such facilities and conform to all security regulations and procedures necessary to conduct business within those facilities.

9.4 The contractor shall abide by all rules and general operating policies and procedures formally adopted by the eligible agency as applicable for fulfilling the obligations outlined in the contract including but not limited to all staff behavior policies, security measures and personnel clearance procedures.

9.5 ***Violation of safety rules, regulations, or practices may be considered grounds for termination of the contract.***

10. LICENSES

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

11. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.



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12. PRICING

The contract price shall be firm fixed and contained in the line items in ProcureAZ.

13. PRICE INCREASE

- 13.1 The State may review a fully documented request for a price increase only at the time of contract extension. The requested increases shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated the price of the product/service contractually covered.
- 13.2 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests.
- 13.3 All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

14. PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The Contractor shall offer the State a price reduction on the contract product(s) concurrent with any decrease in MSRP. The State at its own discretion may accept a price reduction. Price reductions shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.

15. PRODUCT DISCONTINUANCE

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product, model or product line and provide the following:

- Documentation from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.

16. ORDERING SUPPORT

Contractor(s) shall provide and maintain a toll free number and/or website for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

17. CANCELLATION

- 17.1 The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day Demand for Assurance to the Contractor if any of the following occur:
- The Contractor provides product that does not meet the specifications of the contract.
 - The Contractor fails to adequately perform the services set forth in the specifications of the contract.
 - The Contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract.
 - The Contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

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17.2 Upon receipt of the Demand for Assurance, the Contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the Contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

- Cancellation of contract.
- Reserve all rights or claims to damage for breach of any covenant of the contract.
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.

17.3 In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;

- Deduction form an unpaid balance
- Collection against the bid and/or performance bond; or
- Any combination of the above or any other remedies as provided by law.

18. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property pursuant to A.R.S. §13_3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property and fail to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13_1502, 'Criminal trespass in the third degree; classification.'

19. CONFIDENTIALITY OF RECORDS

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The Contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

20. APPROPRIATION OF FUNDS

Every payment obligation of the eligible agency under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the Eligible Agency at the end of the period for which funds are available. No liability shall accrue to the agency or the State of Arizona in the event this provision is exercised, and neither the eligible agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. CHANGE IN LEGAL STATUS

The Contractor shall give the Procurement Officer written notice thirty (30) days in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State.

22. WARRANTY

Any and all garments supplied under this contract shall be fully guaranteed by the Contractor for the entire rental period. Any defects of design, workmanship, or materials that would result in non-compliance with the contract's specifications shall be fully corrected by the contractor without a cost to the State.

23. NEW PRODUCTS

The State, at its sole discretion, may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following

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information. Failure to supply any of the following information with the request shall result in the State not considering the request.

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product category. **NO OTHER PRODUCTS WILL BE ALLOWED.**

Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State.

24. RISK AND LIABILITY

24.1 INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

24.2 INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising injury and broad form contractual liability coverage.

- | | |
|--|-------------|
| • General Aggregate | \$2,000,000 |
| • Products – Completed Operations Aggregate | \$1,000,000 |
| • Personal and Advertising Injury | \$1,000,000 |
| • Blanket Contractual Liability – Written and Oral | \$1,000,000 |
| • Fire Legal Liability | \$ 50,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities***

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performed by or on behalf of the Contractor.” 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.

- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000
 - a. The policy shall be endorsed to include the following additional insured language: **“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”** 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.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, as departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - c. Policy shall contain a severability of interest provision.

3. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractors exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

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E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) 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 State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal contract amendment, but may be made by administrative action.

H. 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. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

25. STATE OF ARIZONA PURCHASING CARD PROGRAM

The State of Arizona utilizes a purchasing card (PCard) program. The Contractor shall accept payments from State agencies via this PCard program in the same manner as other credit card type purchases.

26. PROTECTION OF FACILITIES AND GROUNDS

26.1 The Contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the Contractor shall repair or replace the damage at no cost to the State or eligible agency as specified.

26.2 Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment supplied by the Contractor(s) for use by an eligible agency shall remain the property of the Contractor.

27. FUEL SURCHARGE

Due to the unpredictability of the fuel market, under no circumstances will the State accept any surcharges on any invoice for fuel.

28. SUBCONTRACTS

28.1 Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

28.2 The issuance of subcontracts shall not relieve Contractor of any of its obligations under the contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this contract. Subcontracts shall incorporate by reference the terms and conditions of this contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

29. NON-EXCLUSIVE CONTRACT

This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase



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authorization(s) may be approved by either the agency (within an agency's delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

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UNIFORM TERMS AND CONDITIONS – VERSION 8

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. *"Contractor"* means any person who has a Contract with the State.
- 1.5. *"Days"* means calendar days unless otherwise specified.
- 1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;



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- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.



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- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10. E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11. Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.12. Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
- 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- 4.3.3. Tax indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with



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the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall

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reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 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. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. 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 practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be 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 Amendment 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.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. **Warranties**

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and



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7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

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9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5. Termination for Default.
- 9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

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11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



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ORGANIZATION PROFILE

Firm Name			
Year Present Firm was Established		Principal Business Address	
Telephone Number		Web Address	
CONTRACT REPRESENTATIVES TO CONTACT			
	Name	Title	Telephone Number
1			
2			
EXPERIENCE			
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.			
1	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		
2	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		
3	Client Company	Contact	Begin Date
	Address	Phone Number	Email Address
	Services Provided		

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GARMENT PROTECTION PLAN

A large number of garments under a resultant contract will be subject to extreme wear and tear (i.e. oil, mechanical grease, battery acid, etc.) that require or warrant replacement. **Bidders shall DESCRIBE IN DETAIL any garment protection plan that can be extended in order to minimize cost to the eligible agency.** The cost of this plan shall be indicated on the appropriate line item in ProcureAZ.



End of Solicitation

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ORGANIZATION PROFILE

Firm Name Mission Linen and Uniform Supply				
Year Present Firm was Established 1930		Principal Business Address 2652 South 16th Street, Phoenix, AZ 85034		
Telephone Number 480-688-5858		Web Address www.missionlinen.com		
CONTRACT REPRESENTATIVES TO CONTACT				
	Name	Title	Telephone Number	E-Mail Address
1	Anthony Fernichio	Regional Sales Director	480-688-5858	tfernichio@missionlinen.com
2	Sam McFarland	Account Representative	602-757-2663	smcfarland@missionlinen.com
EXPERIENCE Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.				
	Client Company	Contact	Begin Date	End Date
	City of Glendale	Teresa Hernandez	5/08	Current
1	Address 5850 W Glendale Ave Suite 330, Glendale AZ 85301	Phone Number 623-930-4177	Email Address thermandez@glendaleaz.com	
	Services Provided Industrial Uniforms, towels and dust control items			
	Client Company	Contact	Begin Date	End Date
	City of Mesa	Diane Ross	9/01	Current
2	Address 20 E Main Street, Suite 400, Mesa, AZ 85211	Phone Number 480-644-2064	Email Address diane.ross@mesaaz.gov	
	Services Provided Industrial Uniforms, towels and dust control items			
	Client Company	Contact	Begin Date	End Date
	City of Tempe	Lisa Goodman	2/06	Current
3	Address 20 East 6th Street, Tempe, AZ 85280	Phone Number 480-350-8533	Email Address lisa_goodman@tempe.gov	
	Services Provided Industrial Uniforms, towels and dust control items			



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SERVICEABILITY

Please provide evidence that your company can provide product and service for a statewide contract.

Please provide the number of employees currently on staff:

63

Please provide the number of locations your company has in the State of Arizona:

4

Please list the addresses of each location: (If more than will fit, please use an additional sheet)

1. 2652 South 16th Street, Suite A, Phoenix, AZ 85034 (Operating Facility)
2. 2652 South 16th Street, Suite B, Phoenix, AZ 85034 (Operating Facility)
3. 301 S. Park Avenue, Tucson, AZ 85719 (Operating Facility)
4. 2540 E. Huntington Drive, Flagstaff, AZ 86004 (Operating Facility)
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Can you service a statewide contract:

Yes

No

I certify that all information listed above is complete, honest and accurate as of the date listed below and that any untrue or misleading information will give the State of Arizona the right to terminate my contract and award to another bidder.

X
Signature

May 6, 2013

Date

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GARMENT PROTECTION PLAN

A large number of garments under a resultant contract will be subject to extreme wear and tear (i.e. oil, mechanical grease, battery acid, etc.) that require or warrant replacement. **Bidders shall DESCRIBE IN DETAIL any garment protection plan that can be extended in order to minimize cost to the eligible agency.** The cost of this plan shall be indicated on the appropriate line item in ProcureAZ.

With the Mission Uniform Garment Maintenance Program, the most common concern for uniform rental customers of incurring additional costs for replacing damaged garments or unexpected uniform repairs has been eliminated. The Mission Uniform Garment Maintenance Program provides strong value-added benefits to customers with a guarantee of no hidden charges. This covers any garment that both parties agree is worn out due to normal wear and tear including any size exchanges.

Customers maintain control of uniform cleaning and rental expenses and enjoy peace of mind knowing that employees will wear clean, comfortable, safe uniforms and look great, too.

Employee accidentally tears a garment (No charge to replace)

Employee accidentally tears a garment beyond repair (No charge to replace)

Employee accidentally permanently soils a garment (No charge to replace)

Customer is still responsible for lost garments



Offer and Acceptance

SOLICITATION NO.: ADSP013-00002767

PAGE
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OFFFEROR: [insert company name here]

OF
43

State of Arizona
State Procurement Office
100 N. 15th Ave., Suite 201
Phoenix, AZ 85007

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-mail: tfemichio@missionlinen.com

Phone: 480-688-5858

Fax: 602-256-0279

Mission Linen and Uniform Supply

Company Name

2852 South 16th Street, Suite B

Address

Phoenix Arizona 85034

City State Zip

Signature of Person Authorized to Sign Offer

Anthony Fernichio

Printed Name

Regional Sales Director

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1481 through 1485.
3. 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, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP013-047995, The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this 16 day of May 2013

Procurement Officer



Contract Amendment

State of Arizona
 State Procurement Office
 100 N. 15TH Avenue, Suite 201
 Phoenix, AZ 85007

Contract No.: ADSP013-047995
 Statewide Uniform Rentals and Laundry
 Services

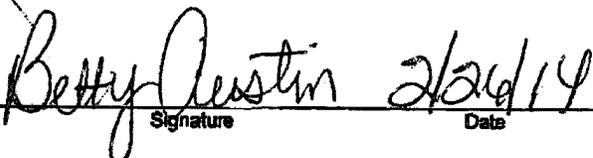
PAGE
1 OF 1

Amendment No.: One (1)

<p>CONTRACTOR: Mission Uniform and Linen Supply 2652 S. 16th Street, Suite A Phoenix, AZ 85034</p> <p>CONTACT: Tony Fernichio PHONE: (480)688-5858 EMAIL: tfernichio@missionlinen.com</p>	<p>STATE AGENCY: AZ Department of Administration State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007</p> <p>CONTACT: Betty Austin, CPPB PHONE: (602)364-0102 EMAIL: betty.austin@azdoa.gov</p>
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Statewide Uniform Rentals and Laundry Services

1. In accordance with Special Term and Condition Paragraph #5, Contract Extension, on Page 11 of 31, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from May 19, 2014 through May 18, 2015.
2. All other terms, conditions and provisions remain unchanged.

<p>This Contract Amendment is not binding against the State of Arizona unless signed by an <u>authorized representative</u> of the Contractor and then accepted in writing by an authorized representative of the State.</p>	
<p>Contractor hereby acknowledges receipt and understanding of the above amendment.</p>	<p>The above referenced contract amendment is hereby executed this date by the State.</p>
<p> <u>2-26-14</u> Signature Date</p>	<p> <u>2/26/14</u> Signature Date</p>
<p><u>Anthony Fernichio</u> <u>Account Representative</u> Printed/Typed Name and Title</p>	<p><u>BETTY AUSTIN, CPPB</u> <u>PROCUREMENT SPECIALIST</u> Printed/Typed Name and Title</p>



Contract Change Order Summary

Contract No.: ADSPO13-047995

Change Order No.: 05

Date: February 19, 2015

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above mentioned contract is hereby amended as follows;

A. In accordance with Special Terms and Conditions Section 5, Contract Renewal, the contract is hereby extended through May 18, 2016.

B. Special Terms and Conditions Section 2, Eligible Agencies, is hereby modified and shall read as follows;

2. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MISSION LINEN SUPPLY, INC.**

EXHIBIT B

Statewide Uniform Rentals and Laundry Services – Pricing Sheets



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

Purchase Order No.: ADSPO13-047995
 Organizational Reference No.:
 Effective Date: 05/19/2013
 Valid Through: 05/18/2014

Vendor Number: 9000003920
 MISSION UNIFORM AND LINEN SUPPLY
 2652 South 16th Street Suite A
 Phoenix, AZ 85034

State Procurement Office
 State Procurement Office
 100 N. 15th Avenue
 Suite 201
 Attention Procurement Group
 Phoenix, AZ 85007

Ryan Litner
 (602) 542-5511

Contract No.: ADSPO13-047995
 Title: Statewide Uniform Rentals and Laundry Services

The following documents make up the Contract and are incorporated herein by reference.

- PO Terms & Conditions
- Solicitation File
- Contract File
- Contract Administration File

Blanket Instructions

TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.

Item	Description	Requisition	Quantity	Unit	Unit Price	Total
Solicitation (Bid) No.:		Payment Terms: 2% 10 Net 30				
		Shipping Terms: As Specified				
		Delivery Calendar Day(s) A.R.O.: 1				
1	Prices are to be based on one garment per week					
2	Class-Item 200-85 Rental: Industrial Work Shirt, LS Sizes S-XL		0.00	EA	\$ 0.12	\$ 0.00
3	Class-Item 200-85 Rental: Industrial Work Shirt, LS Sizes 2XL & Up		0.00	EA	\$ 0.12	\$ 0.00
4	Class-Item 200-85 Laundry: Industrial Work Shirt, LS Sizes S-XL		0.00	EA	\$ 0.12	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

5	Class-Item 200-85 Laundry: Industrial Work Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
6	Class-Item 200-85 Rental: Industrial Work Shirt, SS Sizes S-XL	0.00	EA	\$ 0.12	\$ 0.00
7	Class-Item 200-85 Rental: Industrial Work Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
8	Class-Item 200-85 Laundry: Industrial Work Shirt, SS Sizes S-XL	0.00	EA	\$ 0.12	\$ 0.00
9	Class-Item 200-85 Laundry: Industrial Work Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
10	Class-Item 200-85 Rental: Executive Shirt, LS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
11	Class-Item 200-85 Rental: Executive Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
12	Class-Item 200-85 Laundry: Executive Shirt, LS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
13	Class-Item 200-85 Laundry: Executive Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
14	Class-Item 200-85 Rental: Executive Shirt, SS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
15	Class-Item 200-85 Rental: Executive Shirt, SS Sizes 2XL & Up	1.00	EA	\$ 0.15	\$ 0.15
16	Class-Item 200-85 Laundry: Executive Shirt, SS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00



ARIZONA STATE CONTRACT

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17	Class-Item 200-85 Laundry: Executive Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
18	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
19	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
25	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
20	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
21	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
22	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
23	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
24	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
26	Class-Item 200-85 Rental: Polo Shirt, Cotton, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
27	Class-Item 200-85 Rental: Polo Shirt, Cotton, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
28	Class-Item 200-85 Laundry: Polo Shirt, Cotton, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

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29	Class-Item 200-85 Laundry: Polo Shirt, Cotton, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
30	Class-Item 200-85 Rental: Polo Shirt, Cotton, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
31	Class-Item 200-85 Rental: Polo Shirt, Cotton, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
32	Class-Item 200-85 Laundry: Polo Shirt, Cotton, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
33	Class-Item 200-85 Laundry: Polo Shirt, Cotton, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
34	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
35	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
36	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
37	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
38	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
39	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
40	Class-Item 200-85 Rental: Women's Denim Jean Pant, Regular Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

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41	Class-Item 200-85 Rental: Women's Denim Jean Pant, Regular Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
205	Class-Item 983-86 Rental: Women's Denim Jean Pant, Regular Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
206	Class-Item 983-86 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
42	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
43	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
44	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
45	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
46	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
47	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
48	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
49	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
50	Class-Item 200-85 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

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51	Class-Item 200-85 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
207	Class-Item 983-86 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
208	Class-Item 983-86 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
52	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
53	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
54	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
55	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
59	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
56	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
57	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
58	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
60	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 28x28 - 42x36	0.00	EA	\$ 0.15	\$ 0.00



ARIZONA STATE CONTRACT

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61	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 44x28 - 58x36	0.00	EA	\$ 0.15	\$ 0.00
62	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 58x36 & Up	0.00	EA	\$ 0.15	\$ 0.00
63	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 28x28 - 42x36	0.00	EA	\$ 0.15	\$ 0.00
64	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 44x28 - 58x36	0.00	EA	\$ 0.15	\$ 0.00
65	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 58x36 & Up	0.00	EA	\$ 0.15	\$ 0.00
66	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
67	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
209	Class-Item 983-86 Rental: Women's Industrial Pant, Preshrunk Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
210	Class-Item 983-86 Laundry: Women's Industrial Pant, Preshrunk Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
68	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
69	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
70	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00



ARIZONA STATE CONTRACT

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71	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
72	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
73	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
74	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
75	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
76	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.17	\$ 0.00
77	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.17	\$ 0.00
78	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 58x36 & Up	0.00	EA	\$ 0.17	\$ 0.00
79	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.17	\$ 0.00
80	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.17	\$ 0.00
81	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 58x36 & Up	0.00	EA	\$ 0.17	\$ 0.00
82	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 6-14	0.00	EA	\$ 0.17	\$ 0.00



ARIZONA STATE CONTRACT

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83	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 16-24	0.00	EA	\$ 0.17	\$ 0.00
211	Class-Item 983-86 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 24 & Up	0.00	EA	\$ 0.17	\$ 0.00
212	Class-Item 983-86 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 24 & Up	0.00	EA	\$ 0.17	\$ 0.00
84	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 6-14	0.00	EA	\$ 0.17	\$ 0.00
85	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 16-24	0.00	EA	\$ 0.17	\$ 0.00
86	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 6-12	0.00	EA	\$ 0.17	\$ 0.00
87	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 14-20	0.00	EA	\$ 0.17	\$ 0.00
88	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 22 & Up	0.00	EA	\$ 0.17	\$ 0.00
89	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 6-12	0.00	EA	\$ 0.17	\$ 0.00
90	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 14-20	0.00	EA	\$ 0.17	\$ 0.00
91	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 22 & Up	0.00	EA	\$ 0.17	\$ 0.00
213	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

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214	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
215	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
216	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
217	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
218	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
219	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
220	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
221	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
222	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
223	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
224	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
92	Class-Item 200-85 Rental: Men's Shorts, Slack Styling Sizes 28x28 - 42x36	0.00	EA	\$ 0.14	\$ 0.00



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93	Class-Item 200-85 Rental: Men's Shorts, Slack Styling Sizes 44x28 - 58x36	0.00	EA	\$ 0.14	\$ 0.00
94	Class-Item 200-85 Laundry: Men's Shorts, Slack Styling Sizes 28x28 - 42x36	0.00	EA	\$ 0.14	\$ 0.00
95	Class-Item 200-85 Laundry: Men's Shorts, Slack Styling Sizes 44x28 - 58x36	0.00	EA	\$ 0.14	\$ 0.00
96	Class-Item 200-85 Rental: Women's Shorts, Slack Styling Sizes 2-18	0.00	EA	\$ 0.14	\$ 0.00
97	Class-Item 200-85 Rental: Women's Shorts, Slack Styling Sizes 20-24	0.00	EA	\$ 0.14	\$ 0.00
98	Class-Item 200-85 Laundry: Women's Shorts, Slack Styling Sizes 2-18	0.00	EA	\$ 0.14	\$ 0.00
99	Class-Item 200-85 Laundry: Women's Shorts, Slack Styling Sizes 20-24	0.00	EA	\$ 0.14	\$ 0.00
100	Class-Item 200-85 Rental: Men's Coveralls, Polyester/Cotton Sizes 28x28 - 42x36	0.00	EA	\$ 0.25	\$ 0.00
101	Class-Item 200-85 Rental: Men's Coveralls, Polyester/Cotton Sizes 44x28 - 58x36	0.00	EA	\$ 0.25	\$ 0.00
102	Class-Item 200-85 Laundry: Men's Coveralls, Polyester/Cotton Sizes 28x28 - 42x36	0.00	EA	\$ 0.25	\$ 0.00
103	Class-Item 200-85 Laundry: Men's Coveralls, Polyester/Cotton Sizes 44x28 - 58x36	0.00	EA	\$ 0.25	\$ 0.00
104	Class-Item 200-85 Rental: Women's Coveralls, Polyester/Cotton Sizes 2-18	0.00	EA	\$ 0.25	\$ 0.00



ARIZONA STATE CONTRACT

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105	Class-Item 200-85 Rental: Women's Coveralls, Polyester/Cotton Sizes 20-28	0.00	EA	\$ 0.25	\$ 0.00
106	Class-Item 200-85 Laundry: Women's Coveralls, Polyester/Cotton Sizes 2-18	0.00	EA	\$ 0.25	\$ 0.00
107	Class-Item 200-85 Laundry: Women's Coveralls, Polyester/Cotton Sizes 20-28	0.00	EA	\$ 0.25	\$ 0.00
108	Class-Item 200-85 Rental: T-Shirt, LS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
109	Class-Item 200-85 Rental: T-Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
110	Class-Item 200-85 Laundry: T-Shirt, LS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
111	Class-Item 200-85 Laundry: T-Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
112	Class-Item 200-85 Rental: T-Shirt, SS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
113	Class-Item 200-85 Rental: T-Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
114	Class-Item 200-85 Laundry: T-Shirt, SS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
115	Class-Item 200-85 Laundry: T-Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
116	Class-Item 200-85 Rental: Jacket, Bomber Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00



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117	Class-Item 200-85 Rental: Jacket, Bomber Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
118	Class-Item 200-85 Laundry: Jacket, Bomber Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
119	Class-Item 200-85 Laundry: Jacket, Bomber Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
120	Class-Item 200-85 Rental: Jacket, Ike Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
121	Class-Item 200-85 Rental: Jacket, Ike Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
122	Class-Item 200-85 Laundry: Jacket, Ike Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
123	Class-Item 200-85 Laundry: Jacket, Ike Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
124	Class-Item 200-85 Rental: Basic Lab Coat Chest Size 38"-48"	0.00	EA	\$ 0.13	\$ 0.00
125	Class-Item 200-85 Rental: Basic Lab Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
126	Class-Item 200-85 Laundry: Basic Lab Coat Chest Size 38"-48"	0.00	EA	\$ 0.13	\$ 0.00
127	Class-Item 200-85 Laundry: Basic Lab Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
128	Class-Item 200-85 Rental: Apron, With/Without Pocket, Bib Style One Size Fits All	0.00	EA	\$ 0.15	\$ 0.00



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129	Class-Item 200-85 Laundry: Apron, With/Without Pocket, Bib Style One Size Fits All	0.00	EA	\$ 0.15	\$ 0.00
130	Class-Item 200-85 Rental: Chef Coat Chest Size 34"-48"	0.00	EA	\$ 0.13	\$ 0.00
131	Class-Item 200-85 Rental: Chef Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
132	Class-Item 200-85 Laundry: Chef Coat Chest Size 34"-48"	0.00	EA	\$ 0.13	\$ 0.00
133	Class-Item 200-85 Laundry: Chef Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
194	Class-Item 200-85 Rental: Scrub Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
195	Class-Item 200-85 Rental: Scrub Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
196	Class-Item 200-85 Laundry: Scrub Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
197	Class-Item 200-85 Laundry: Scrub Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
198	Class-Item 200-85 Rental: Scrub Pant, Cotton/Polyester Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
199	Class-Item 200-85 Rental: Scrub Pant, Cotton/Polyester Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
200	Class-Item 200-85 Laundry: Scrub Pant, Cotton/Polyester Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00



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201	Class-Item 200-85 Laundry: Scrub Pant, Cotton/Polyester Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
134	Class-Item 200-85 Rental: Shop Towel	0.00	EA	\$ 0.02	\$ 0.00
135	Class-Item 200-85 Laundry: Shop Towel	0.00	EA	\$ 0.02	\$ 0.00
136	Class-Item 200-85 Rental: Bar Towel	0.00	EA	\$ 0.04	\$ 0.00
137	Class-Item 200-85 Laundry: Bar Towel	0.00	EA	\$ 0.04	\$ 0.00
138	Class-Item 200-85 Rental: Fender Cover	0.00	EA	\$ 0.21	\$ 0.00
139	Class-Item 200-85 Laundry: Fender Cover	0.00	EA	\$ 0.21	\$ 0.00
140	Class-Item 200-85 Rental: Dust Mop, Quick Change, 24"	0.00	EA	\$ 0.47	\$ 0.00
141	Class-Item 200-85 Rental: Dust Mop, Quick Change, 36"	0.00	EA	\$ 0.64	\$ 0.00
142	Class-Item 200-85 Rental: Dust Mop, Collapsible, 24"	0.00	EA	\$ 0.47	\$ 0.00
143	Class-Item 200-85 Rental: Dust Mop, Collapsible, 36"	0.00	EA	\$ 0.64	\$ 0.00
144	Class-Item 200-85 Laundry: Dust Mop, Quick Change, 24"	0.00	EA	\$ 0.47	\$ 0.00



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145	Class-Item 200-85 Laundry: Dust Mop, Quick Change, 36"	0.00	EA	\$ 0.64	\$ 0.00
146	Class-Item 200-85 Laundry: Dust Mop, Collapsible, 24"	0.00	EA	\$ 0.47	\$ 0.00
147	Class-Item 200-85 Laundry: Dust Mop, Collapsible, 36"	0.00	EA	\$ 0.64	\$ 0.00
148	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 3'x4'	0.00	EA	\$ 1.27	\$ 0.00
149	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 4'x6'	0.00	EA	\$ 1.66	\$ 0.00
150	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 3'x10'	0.00	EA	\$ 2.49	\$ 0.00
151	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 3'x4'	0.00	EA	\$ 0.85	\$ 0.00
152	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 4'x6'	0.00	EA	\$ 1.49	\$ 0.00
153	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 3'x10'	0.00	EA	\$ 1.91	\$ 0.00
154	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 3'x4'	0.00	EA	\$ 1.27	\$ 0.00
155	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 4'x6'	0.00	EA	\$ 1.66	\$ 0.00
156	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 3'x10'	0.00	EA	\$ 2.49	\$ 0.00



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157	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 3'x4'	0.00	EA	\$ 0.85	\$ 0.00
158	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 4'x6'	0.00	EA	\$ 1.49	\$ 0.00
159	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 3'x10'	0.00	EA	\$ 1.91	\$ 0.00
160	Class-Item 200-85 Embroidered Name Per Item	0.00	EA	\$ 0.00	\$ 0.00
161	Class-Item 200-85 Patch Stitched on Clothing Item	0.00	EA	\$ 0.00	\$ 0.00
162	Class-Item 200-85 Locker Rental	0.00	EA	\$ 0.00	\$ 0.00
163	Class-Item 200-85 Laundry/Duffle Bag	0.00	EA	\$ 0.00	\$ 0.00
164	Class-Item 200-85 Replacement Cost: Industrial Work Shirt, LS	0.00	EA	\$ 8.00	\$ 0.00
165	Class-Item 200-85 Replacement Cost: Industrial Work Shirt, SS	0.00	EA	\$ 8.00	\$ 0.00
166	Class-Item 200-85 Replacement Cost: Executive Shirt, LS	0.00	EA	\$ 12.00	\$ 0.00
167	Class-Item 200-85 Replacement Cost: Executive Shirt, SS	0.00	EA	\$ 12.00	\$ 0.00
168	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton/Polyester, LS	0.00	EA	\$ 12.00	\$ 0.00



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169	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton/Polyester, SS	0.00	EA	\$ 12.00	\$ 0.00
170	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton, LS	0.00	EA	\$ 12.00	\$ 0.00
171	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton, SS	0.00	EA	\$ 12.00	\$ 0.00
172	Class-Item 200-85 Replacement Cost: Men's Denim Jean Pant, Regular Fit	0.00	EA	\$ 13.00	\$ 0.00
173	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Regular Fit	0.00	EA	\$ 13.00	\$ 0.00
174	Class-Item 200-85 Replacement Cost: Men's Denim Jean Pant, Relaxed Fit	0.00	EA	\$ 13.00	\$ 0.00
175	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Relaxed Fit	0.00	EA	\$ 13.00	\$ 0.00
176	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Maternity Style	0.00	EA	\$ 13.00	\$ 0.00
177	Class-Item 200-85 Replacement Cost: Men's Industrial Pant, Preshrunk	0.00	EA	\$ 12.00	\$ 0.00
178	Class-Item 200-85 Replacement Cost: Women's Industrial Pant, Preshrunk	0.00	EA	\$ 12.00	\$ 0.00
179	Class-Item 200-85 Replacement Cost: Women's Industrial Pant, Preshrunk, Maternity Style	0.00	EA	\$ 12.00	\$ 0.00
180	Class-Item 200-85 Replacement Cost: Men's Executive Pleated Pant, Easy Fit	0.00	EA	\$ 14.00	\$ 0.00



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181	Class-Item 200-85 Replacement Cost: Women's Executive Pleated Pant, Easy Fit	0.00	EA	\$ 14.00	\$ 0.00
182	Class-Item 200-85 Replacement Cost: Women's Executive Pleated Pant, Easy Fit, Maternity Style	0.00	EA	\$ 14.00	\$ 0.00
183	Class-Item 200-85 Replacement Cost: Men's Shorts, Slack Styling	0.00	EA	\$ 11.00	\$ 0.00
184	Class-Item 200-85 Replacement Cost: Women's Shorts, Slack Styling	0.00	EA	\$ 11.00	\$ 0.00
185	Class-Item 200-85 Replacement Cost: Men's Coveralls, Polyester/Cotton	0.00	EA	\$ 17.00	\$ 0.00
186	Class-Item 200-85 Replacement Cost: Women's Coveralls, Polyester/Cotton	0.00	EA	\$ 17.00	\$ 0.00
187	Class-Item 200-85 Replacement Cost:T-Shirt, LS	0.00	EA	\$ 6.00	\$ 0.00
188	Class-Item 200-85 Replacement Cost:T-Shirt, SS	0.00	EA	\$ 6.00	\$ 0.00
189	Class-Item 200-85 Replacement Cost: Jacket, Bomber Style	0.00	EA	\$ 17.00	\$ 0.00
190	Class-Item 200-85 Replacement Cost: Jacket, Ike Style	0.00	EA	\$ 17.00	\$ 0.00
191	Class-Item 200-85 Replacement Cost: Basic Lab Coat	0.00	EA	\$ 10.00	\$ 0.00
192	Class-Item 200-85 Replacement Cost: Apron, With/Without Pocket, Bib Style	0.00	EA	\$ 10.00	\$ 0.00



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193	Class-Item 200-85 Replacement Cost: Chef Coat	0.00	EA	\$ 10.00	\$ 0.00
202	Class-Item 200-85 Replacement Cost: Scrub Shirt, Cotton/Polyester, SS	0.00	EA	\$ 7.00	\$ 0.00
203	Class-Item 200-85 Replacement Cost: Scrub Pant, Cotton/Polyester	0.00	EA	\$ 7.00	\$ 0.00
225	Class-Item 983-86 Replacement Cost: Men's Cotton Flat Front Pant	0.00	EA	\$ 13.00	\$ 0.00
226	Class-Item 983-86 Replacement Cost: Women's Cotton Flat Front Pant	0.00	EA	\$ 13.00	\$ 0.00
204	Class-Item 200-86 Garment Protection Plan	0.00	EA	\$ 0.03	\$ 0.00

TOTAL: \$ 0.15

Approved By: Ryan Litner

Phone No.: (602) 364-1087