CITY OF TUCSON
REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER:	**130781**
PROPOSAL DUE DATE:	**JUNE 25, 2013 AT 4:00 P.M. LOCAL AZ TIME**
PROPOSAL SUBMITTAL LOCATION:	**Department of Procurement** **255 W. Alameda, 6th Floor, Tucson, AZ 85701**
MATERIAL OR SERVICE:	**CITY WIDE UNIFORMS**
PRE-PROPOSAL CONFERENCE DATE:	**JUNE 6, 2013**
TIME:	**10:00 A.M. LOCAL AZ TIME**
LOCATION:	**255 W. Alameda, 6th Floor, Tucson, AZ 85701**
CONTRACT OFFICER:	**GILLIAN NEEDHAM**
TELEPHONE NUMBER:	**(520) 837-4132** **GILLIAN.NEEDHAM@tucsonaz.gov**

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

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

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

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

******ALERT******

Effective April 9, 2012, the Tucson Modern Streetcar project will begin the downtown streetcar construction and downtown streets will be affected until further notice. Please plan your route accordingly. For further information, please visit the Tucson Modern Streetcar website at http://www.tucsonstreetcar.com/ or call 520-624-5656.

GN/jm

PUBLISH DATE: MAY 31, 2013

BACKGROUND

The City of Tucson seeks to establish a City Wide annual requirements contract for the purchase of **Employee Uniforms.** All items should be quoted without embellishment. The total annual spend against this contract is estimated at $200,000. Estimated quantities are given for line items, but there is a high degree of variance.

The City of Tucson has approximately 1,600 employees utilizing this contract.

****ALERT****

The City of Tucson is in the process of implementing additional security procedures in City Hall. Effective June 1, 2013, all visitors will be required to enter only through the north side doors facing Alameda Street. Visitors will be required to do the following:

- Pass through metal detectors / security wands;
- Purses and bags will be searched by security personnel;
- Obtain a visitor's pass.

When attending a meeting or delivering a solicitation response to City Hall, please allow ample time to go through the security screening process.

SPECIFICATIONS

While all City of Tucson employees are guaranteed uniform pricing stated in this contract, the majority of uniformed employees belong to one of two employee unions and eligible city managers:

- American Federation of State, County and Municipal Employees (AFSCME) approximately 800 employees
- Tucson Association of City Employees (TACE) approximately 300 employees
- Eligible City of Tucson Managers approximately 500 employees

The City of Tucson is bound by contractual agreements with both of the union organizations. Included in both agreements are requirements for uniforms. Union and management employees are provided uniforms as follows:

- **AFSCME** eligible employees "shall be provided a jacket and coveralls in addition to five (5) replacement uniforms annually and may substitute an additional jacket or coveralls for one or more of the replacement uniforms."

- **TACE** eligible employees "will be provided with a clothing allowance of $400 **for the fiscal year 2013 - July 1, 2013 through June 30, 2014** of its union Agreement in order to purchase authorized City Department Logo shirts, blouses, jackets, hats, etc." There is no provision for TACE employees to receive a clothing allowance in future fiscal years; however, this could change in future years.

- **MANAGERS** eligible employees "shall be provided a jacket and coveralls in addition to five (5) replacement uniforms annually and may substitute an additional jacket or coveralls for one or more of the replacement uniforms."

AFSCME REQUIREMENTS & ELIGIBLE CITY MANAGERS: AFSCME eligible employees and City eligible managers will follow the initial and replacement schedule below. Employees may deviate from this as long as the new combination does not exceed the amount of the original combination. For example, an additional jacket or coveralls may be substituted for one shirt and one trouser. At each department's discretion, employees may substitute T-shirts in lieu of regulation shirts, provided the cost of the T-shirts are equal to or less than the cost of regulation shirts.

There are approximately 800 AFSCME employees and 500 managers with the City.

Uniform Requirements	Initial	Replacement
Shirts (long or short sleeve)	5	5 per annum
Trousers	5	5 per annum
Jacket	1	1 per annum
Coveralls or Overalls	1	1 per annum

The above eligible employees are required to purchase uniforms that are listed herein.

Eligible employees will be provided with an authorization form to purchase clothing from the Contractor. The Contractor shall invoice the City of Tucson for no more than the items authorized. Copies of all invoices shall be sent to City of Tucson Accounts Payable, or paid by the City of Tucson credit card, pCard. Copies will also be provided to the employee's department, if requested. If the AFSCME or Managerial eligible employee's purchases exceed the authorized allotment, **the employee will be responsible for paying the remainder to the Contractor.**

TACE eligible employees are not required to, but may purchase uniforms listed in this contract. Contractor shall provide these and approved items at the same discount for managers, AFSCME and TACE eligible employees.

TACE REQUIREMENTS: TACE eligible employees will be provided with an authorization form to purchase clothing directly from the Contractor. TACE eligible employees may purchase uniform items not listed in this contract if the employee's department has previously approved the item. However, the Contractor is not required to provide a discount for items or catalogs not listed herein. The City of Tucson will provide employees with authorization forms.

There are approximately 300 TACE eligible employees with the City.

OTHER UNIFORMED EMPLOYEES: The City of Tucson intends for this Contract to cover all City employees eligible for uniforms. Prices and terms stated herein are not meant to be limited to managers, TACE and AFSCME employees; therefore, Contractor shall honor those prices and terms for all City employees purchasing authorized clothing. **All** City employees must present City of Tucson identification and provide an authorization form

The delivery time for standard sizes should not exceed fourteen (14) days. The delivery time for extreme sizes and odd sizes shall not exceed thirty (30) days. The ordering department may grant extensions on delivery time, for specific small orders, to the Contractor until a larger order is needed.

RELEASE: The Contractor will not release any merchandise with City of Tucson or City of Tucson Department insignia to other than City of Tucson employees.

ORDERING: The City will make every effort to order in large quantities. However, due to the nature of many purchases, it may be necessary to order in small quantities on occasion. For such instances, prospective Offerors may bid separate printing charges for orders of one dozen items or less.

The City will also follow the ordering schedule as outlined below in order to spread out the annual replacement of uniforms. New employee uniforms will be given a priority over replacement. This schedule is tentative and subject to change by the Department of Procurement.

ISSUE MONTH SCHEDULE:

MONTH	**DEPARTMENT (S)**
July	Water
August	Parks & Recreation
September	Environmental Services
October	Housing and Community Development, General Services
November	Transportation
December	Police, Fire
January	Library, Procurement
February	City Court, Tucson Convention Center

CITY INSIGNIA & IDENTIFICATION: The Contractor shall be responsible for attaching (sew and/or heat seal) emblems on the appropriate items. Patches shall only be applied to those items specified at the time of order. All items ordered from this contract must display some type of City of Tucson identification. This may be in the form of a screen of the City logo or patch. The using department at the time of order shall determine the type of designation.

The City emblem shall be centered on the left sleeve immediately below the shoulder seam, or directly above the left shirt pocket, or both. Departmental emblems may also be provided at the option of the departments and shall be worn centered on the right sleeve of the shirt immediately below the shoulder seam, or centered on or above the right front pocket. Departments can have the option of an American flag emblem. Flag should be a standard size of approximately 3” x 2.5”. The emblem should be centered at the top of the right sleeve.

COMPANY REPRESENTATIVE: The Contractor shall have a local representative knowledgeable in the latest printing techniques and the product line as well as capable of creating various types of artwork. This representative shall be capable of executing all aspects of this contract.

The term “Local Representative” shall refer to an individual employed by the Contractor who is located within the Tucson metropolitan area. This vendor shall also maintain some type of local business facility in which using customers may meet with the local representative.

TAILOR AND DELIVERY SERVICES: On site measuring and sizing with sample uniform items shall be provided. Each Department and/or Division will schedule these appointment dates and times

based upon the above schedule. Changes to the schedule must be approved by the Department of Procurement.

Uniform orders will be tracked to each individual employee. Each employee's uniform order will be bagged complete, direct to each employee for inspection before acceptance. If an order cannot be delivered complete, the Division's uniform contact will be notified immediately for determination to deliver a partial or substitute.

Repair and alteration services shall be provided locally. Alterations shall include, but not be limited to:

Lengthening and shortening of pant legs
The letting out or taking in of waistline
The shortening of shirtsleeves

Services shall also include placement of City of Tucson insignia. Bid prices shall include the cost of repairs and alterations for initially measuring and fitting, with the exception of shirt tapering. Any additional alterations will be done at the employee's expense.

UPCHARGES: If the Offeror has any up charges for larger sizes on certain items, an up charge chart must be submitted with the proposal. The chart must clearly show which items have an up charge and what the up charge is.

ARTWORK: The Contractor will, at times, be required to create various types of artwork for the using departments. "Artwork" shall refer to the creation of pictures, designs, lettering or any other type of artistic creation required by the department.

Approval of an artwork proof will be required prior to screening any item. The using department shall have a designated representative, familiar with the artwork and the order, who will approve the proof. Artwork must be signed and dated before the job begins.

Unless otherwise specified, artwork proofing shall occur at the Contractor's local place of business. With the department's approval, another type of arrangement may be utilized.

REPORTS: The Contractor shall be required to furnish contract usage reports during the entire term of any resultant contract. Usage reports shall delineate all items purchased, **by employee and City Department,** in that time period. The format of these reports shall disclose, at a minimum, the quantity and dollar of each item sold to each department and/or division and a grand total for the City of Tucson.

All usage reports shall be due at the end of each six-month contract period or at the end of the City's Fiscal Year. The reports shall be delivered to the Department of Procurement no later than 15 calendar days prior to the end of each 6-month period. Failure by a contractor to submit accurate and timely usage reports against this contract may result in cancellation.

NON-SPECIFIC ADDITIONAL CONTRACT ITEMS: The non-specific items that are covered by this contract are to allow departments flexibility in what they approve their employees to wear. These items will be covered by the contract on a discount off basis. No single item shall exceed $50, without the

written approval of the end user's department head or designee. The City reserves the right to purchase additional items, not originally listed, through the established contract. This shall only be done with the approval of the Department of Procurement. The successful Contractor will not allow employees to purchase any unapproved items.

TECHNICAL SPECIFICATIONS

GROUP 1: SPECIFIC EMPLOYEE UNIFORMS: All uniform items shall be made in a professional manner to show no raw edges, loose threads, defective stitching or deformity. Current industry standards should apply to the materials used and the construction method. A wide array of colors and sizes must be available. At a minimum, industrial shirts and pants colors are to be white, khaki tan, light blue, light green, light gray, dark gray, dark brown, spruce green, navy. Colors are to be colorfast and fade resistant.

1.1 **Shirts, Industrial:** washable, permanent press fabric free from defects affecting appearance or service. All shirts to have soil release with wicking action.
Pockets: Two large breast pockets. Pencil compartment in left pocket; button and buttonhole in both pockets.

1.2 **Shirt, Industrial, 100% Wrinkle Resistant Cotton:** Same specifications of industrial work shirt, paragraph 13.1, but 100% wrinkle resistant cotton

1.3 **Shirt, Denim, 100% Cotton:** Same specifications of industrial work shirt, paragraph 13.1, but 100% cotton, , 1 patch pocket on left chest, button down collar, adjustable cuffs..

1.4 **Pant, Industrial:** permanent press. Pants to be free from defects affecting appearance or service. Red Kap or equal.

1.5 **Pants, 100% Rigid Cotton Denim:** Material shall be a 100% rigid cotton denim, minimum weight 13.75 oz., Wranglers, NO SUBS:

1.5.1 Wrangler Original Fit (Men's) #0013MWZ
1.5.2 Wrangler Original Fit (Men's) #13MWZCG
1.5.3 Wrangler Original Fit (Men's) #13MWZXS
1.5.4 Shadow Canyon Original Fit (Men's) #13MWZWK
1.5.5 Shadow Canyon Original Fit (Men's) #13MWZKL
1.5.6 Wrangler Relaxed Fit (Men's) #31MWZPW
1.5.7 Wrangler Relaxed Fit (Men's) #31MWZDN
1.5.8 Wrangler Original Slim Fit (Men's) #0936DEN
1.5.9 Wrangler Slim Fit (Ladies') #014MWZG
1.5.10 Wrangler Original Fit (Ladies') #013MWZG

1.6 **Pants, 100% Wrinkle Resistant Cotton:** Material shall be a 100% wrinkle resistant cotton twill,

1.7 Coveralls, 65% Polyester, 35% Cotton: Washable, permanent press coveralls featuring a generous cut and bi-swing, action-back design to allow for freedom of movement. Treated for soil-release and wicking action, with a residual shrinkage rate of no more than 2%. Fabric is free from defects affecting appearance or service; loose threads have been removed and points of strain are bartacked. The fabric weave must be such that it will permit free air circulation.

1.8 Jacket, Light Weight: Material shall be of washable

1.9 Jacket, Hooded Warm-up: As per specifications of jacket, Velcro tabs, inside storm flap, drawstring hood, interior and exterior zip close pockets, elastic waistband.

1.10 Jacket, 100% Cotton Denim: As per specifications of jacket, lightweight, except material shall be a 100% cotton denim, , color medium blue denim, closure of metal buttons, front pocket, western style with two classic flap chest pockets, to be available in a wide variety of sizes ranging from XS-4XL.

1.11 Emblems: City of Tucson emblems, 6 colors on white fabric background. Tucson Water logo, 5 colors on white background. All emblems are to have thermo-plastic backing. Colors of all emblems are to be fade resistant. **Attachments B** patches. Samples of both patches are available for viewing in the Procurement Office.

GROUP 2: SPORT SHIRTS, T SHIRTS & CAPS: This group will be evaluated by using the offered prices plus adding on embellishment from that chart based on sample orders as specified below in.

2.1 Sport Shirt: 100% cotton pique knit sport shirt, pocket, welt knit collar and cuffs, hemmed sleeves, three button contrasting clean finished placket

2.2 T-Shirt, Short Sleeve, No Pocket: 100% cotton, preshrunk, no pocket,

2.3 T-Shirt, **Short Sleeve, Pocket:** 100% cotton, preshrunk, pocket,

2.4 Ball Cap: 60/40% cotton/polyester, 5 panel construction, constructed, mesh back, 1 color.

2.5 Ball Cap: 100% pigmented washed canvas, 5 panel construction, unstructured, low profile, two tone.

2.6 Visor: 100% cotton twill, 3 panel construction, velcro closure.

2.7 Sample Items Specifications for Bid Pricing Purposes: For solicitation pricing purposes assume sizing as follows: S-XL;70%, 2X;20%, 3X;5%, 4X;5%.

2.7.1 Item A: Sport Shirt, per Spec 2.1. Embroidered with the City of Tucson logo on left chest, Procurement Department, (2 lines-1 color) on right chest. Quantity: 20. Total stitch count: 16,000.

2.7.2 Item B: T-Shirt, Short Sleeve, No Pocket, per Spec 2.2.

Screens	Number of Colors
Front	1 color
Back	2 colors
1 sleeve	2 color

Total number of colors on shirt = 2
Quantity: 100.
Shirt color: White.

2.7.3 Item C: T-Shirt, Short Sleeve, No Pocket, per Spec 2.2.

Screens	Number of Colors
Front	1 color

Total number of colors on shirt = 1
Quantity: 25
Shirt Color: Navy Blue

2.7.4 Item D: T-Shirt, Short Sleeve, Pocket, per Spec 2.3.

Screens	Number of Colors
Front	2 colors

Total number of colors on shirt = 2
Quantity: 60.
Shirt color: Ash Gray.

2.7.5 Item E: Ball Cap, per Spec 2.4. 1 color. Quantity: 300.

GROUP 3: NON-SPECIFIC UNIFORM ITEMS: This group will be evaluated by discount off offered, per each catalog listed. The manufacturer price sheet offered must be as stated on Price Sheet.

GROUP 4: NON-SPECIFIC UNIFORM ITEMS, EMBELLISHED: The **sample shirt** specifications for pricing evaluation purposes for group 4 are listed below. The manufacturer price sheet offered must be as stated on Price Sheet. For pricing evaluation purposes assume sizing as follows: S-XL; 70%, 2X; 20%, 3X; 5%, 4X;5%.

4.1 Item A: Sport Shirt, Apparel & Accessories 2010 Catalog, , Outer Banks – Pique Knit Sport Shirt with Tipping Stripe Trim. Embroidered with the City of Tucson logo on left chest, Procurement Department, (2 lines-1 color) on right chest. Quantity: 20.

4.2 Item B: T Shirt, 2010 Apparel & Accessories (Imprintable Sportswear), Hanes Long Sleeve Beefy-T.

Screens	Number of Colors
Front	1 colors
Back	2 colors
1 sleeve	2 color

Total number of colors on shirt = 2
Quantity: 100.
Shirt color: White.

4.3 **Item C: T Shirt,** 2010 Apparel & Accessories (Imprintable Sportswear), Fruit of the Loom Best Heavyweight 50/50 Tee.

Screens	Number of Colors
Front	2 Colors

Total number of colors on shirt = 2
Quantity = 48
Shirt Color: Ash Gray.

4.4 **Item D: Sweatshirt,** Apparel & Accessories 2010 Catalog– Lee Heavyweight 9.3 oz. full zip hooded sweatshirt.

Screens	Number of Colors
Front	2 colors

Total number of colors on shirt = 2
Quantity: 60.
Shirt color: Navy Blue.

4.5 **Item E: Crusher Bucket Cap,** 2010 Apparel & Accessories (Imprintable Sportswear).

Embroidered	Number of Colors
Front	2 color

Quantity: 1000.
Total stitch count: 3,000.

ADDITIONAL ITEMS: Items stated in this contract are sample items of frequently ordered items. The City of Tucson intends to use this contract to purchase additional items that are approved for employee uniform requirements; therefore, the Price List herein is not an inclusive list of the City's needs.

The term "Approved Item" shall refer to an item that the Contractor offers for sale that is either stated in this contract, or has received written approval either from an approved designee of the requesting department or the assigned Contract Officer in the Department of Procurement.

The City of Tucson may, at any time, add items to this contract. Pricing for all new items shall be determined by a percentage discount off list price, stated by the Offeror on the Price Page.

FUTURE CATALOGS: Catalog years stated in this contract are used for pricing purposes. It is the intent of the City of Tucson to receive the discount stated on the Price Page on the most current version of each printed or online catalog.

DELIVERY: Delivery time after receipt of an order must be stated in definite terms. Should there be variations in delivery time by item, offers must be clear in regard to those variations. The delivery time for standard sizes should not exceed fourteen (14) days. The delivery time for extreme sizes and odd sizes shall not exceed thirty (30) days. The ordering department may grant extensions on delivery time, for specific small orders, to the Contractor until a larger order is needed.
RECALL NOTICES: In the event of any recall notice, technical service bulletin, or other important notification affecting items purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to each agency's Contract Representative.

SUBSTITUTIONS/DEVIATIONS: The Contractor shall at no time substitute any new or different items for items initially offered and on which the contract was awarded, without prior approval by the City. The Contractor shall not allow any deviations from the uniform styles authorized by the City of Tucson, even if a City employee makes the request, unless prior approval has been received in writing from the Procurement Department. Any such changes made without prior written approval will be at the expense of the Contractor.

DEFECTIVE PRODUCT: All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, repacking, reshipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification.

INVOICING: All invoices sent to the City of Tucson or pCard receipts must clearly reference the employee's department and the employee's name, City employee ID number, and division activity number.

INSTRUCTIONS TO OFFERORS

1. **DEFINITION OF KEY WORDS USED IN THE SOLICITATION:**
For purposes of this solicitation and subsequent contract, the following definitions shall apply:
City: The City of Tucson, Arizona
Contract: The legal agreement executed between the City and the Contractor/Consultant. The Contract shall include this RFP document incorporated herein by reference, all terms, conditions, specifications, scope of work, Amendments, the Contractor's offer and negotiated items as accepted by the City.
Contractor/Consultant: The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the City.
Contract Representative: The City employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and is responsible for monitoring and overseeing the Contractor's performance under this Contract.
Director of Procurement: The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.
May: Indicates something that is not mandatory but permissible.
Offeror: The individual, partnership, or corporation who submits a proposal in response to a solicitation.
Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the City's sole discretion, result in the rejection of a proposal as non-responsive.
Should: Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

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

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

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

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

6. **PREPARATION OF PROPOSAL:**
   A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles or electronic mail proposals shall not be considered.
   B. At a minimum, your proposal should include the signed Offer and Acceptance form, signed copies of any solicitation amendments, completed Price Page and your response to all evaluation criteria.
   C. The Offer and Acceptance page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer and Acceptance page, Proposal Amendment(s), or cover letter accompanying the proposal documents shall

constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional requested documentation, signifying intent to be bound by the terms of the agreement.

D. The authorized person signing the proposal shall initial erasure, interlineations or other modifications on the proposal.
E. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
F. Periods of time, stated as a number of days, shall be in calendar days.
G. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due date and time.
H. The City shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
I. Offeror must list any subcontractors to be utilized in the performance of the services specified herein. For each subcontractor, details on respective qualifications must be included.

7. **PAYMENT DISCOUNTS:** Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

8. **TAXES:** The City of Tucson is exempt from federal excise tax, including the federal transportation tax.

9. **PROPOSAL/SUBMITTAL FORMAT: An original and 7 copies (8 total) of each proposal** should be submitted on the forms and in the format specified in the RFP. Offerors shall also submit one electronic copy of the proposal on cd, disc or zip disc in MS Office 2003 or .pdf format. Any confidential information shall be submitted on a separate cd, disc or zip disc. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided, three hole punched and in a binder. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document and the Offeror's response to the Evaluation Criteria including the completed Price Page.** Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

10. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposal is an offer to contract with the City based upon the contract provisions contained in the City's Request for Proposal, including but not limited to, the specifications, scope of work and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. The provisions of the Request for Proposal cannot be modified without the express written approval of the Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his designee, the contract provisions contained in the City's Request for Proposal shall prevail.

11. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposal shall become the property of the City and shall become a matter of public record available for review subsequent to the award notification.

12. **CONFIDENTIAL INFORMATION:** The City of Tucson is obligated to abide by all public information laws. If an Offeror believes that any portion of a proposal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission and the information shall be so identified wherever it appears. The City shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. Price is not confidential and will not be withheld. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

13. **CERTIFICATION:** By signature on the Offer and Acceptance page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Offeror certifies:

A. The submission of the offer did not involve collusion or other anti-competitive practices.
B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

14. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to the City of Tucson Department of Procurement at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposal page. The Offeror's proposal shall be submitted in a sealed envelope. The words "SEALED PROPOSAL" with the REQUEST FOR PROPOSAL TITLE, REQUEST FOR PROPOSAL NUMBER, PROPOSAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.

15. **LATE PROPOSALS:** Late proposals will be rejected.

16. **OFFER AND ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

17. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

18. **DISCUSSIONS:** The City reserves the right to conduct discussions with offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.

19. **CONTRACT NEGOTIATIONS**: Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

20. **VENDOR APPLICATION:** Prior to the award of a Contract, the successful offeror shall register with the City's Department of Procurement. Registration can be completed at http://www.tucsonprocurement.com/ by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.

21. **CITY OF TUCSON BUSINESS LICENSE:** It is the responsibility of the Contractor to have a City of Tucson Business License throughout the life of this contract or a written determination from the City's Business License Section that a license is not required. At any time during the contract, the City may request the Contractor to provide a valid copy of the business license or a written determination that a business license is not required. Application for a City Business License can be completed at http://www.tucsonaz.gov/etax. For questions contact the City's Business License Section at (520) 791-4566 or email at tax-license@tucsonaz.gov.

22. **UPON NOTICE OF INTENT TO AWARD:** The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

22. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:
(1) waive any immaterial defect or informality; or
(2) reject any or all proposals, or portions thereof; or
(3) reissue the Request for Proposal.

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

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

24. **PROTESTS:** A protest shall be in writing and shall be filed with the Director of Procurement. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for

Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

A. The name, address, and telephone number of the protestant;
B. The signature of the protestant or its representative;
C. Identification of the Request for Proposal or Contract number;
D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
E. The form of relief requested.

LOCAL PRICE PREFERENCE
FOR GENERAL GOODS AND SERVICES

The Local Price Preference for general goods and services was adopted on June 12, 2012, by the City of Tucson's Mayor and Council. The preference shall apply to solicitations with a projected contract value between the formal solicitation threshold and one million dollars $1,000,000.

In order to receive the applicable local price preference for general goods and services in accordance with Article III, Section 28-39 of the Tucson Procurement Code, firms are required to submit a Local Preference Eligibility Affidavit **with their bid or proposal.**

Local Price Preference for general goods and services will be given as follows:

Type A Business - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., within Pima County) and is eligible for a bid price preference of 5%.

Type B Business – The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., within Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

Type C Business – The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., within Pima County), is owned (majority share) by a local resident (i.e., within Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

In determining the lowest responsive and responsible bid or lowest fee proposal, any offer entitled to a Local Price Preference shall be evaluated by reducing the price(s) of such offer by the appropriate percentage described above. This adjustment shall be solely for the purpose of establishing the apparent low bidder or assigning fee points for proposal evaluation. The actual value of any contract award shall be the amount of the actual offer submitted by the bidder/offeror.

Local Preference Eligibility Affidavit

Solicitation #:_130781__ Solicitation Title:_City Wide Uniforms_____

I, _____, hereby certify that _____
Business Owner or Officer (Please Print) Business Name (Please Print)

meets the requirements of the Tucson Procurement Code, Article III, Section 28-39, to receive preference as indicated below for the above-referenced City of Tucson Solicitation .

This form must be submitted at time of bid/offer submission. Please select just one:

_____**Type A Business** - The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission [ACC]) is physically located within the Tucson Metropolitan Statistical Area (i.e., Pima County) and is eligible for a bid price preference of 5%.

_____**Type B Business** – The principal business office of the enterprise (defined as the domestic address on record with the Arizona Corporation Commission) is physically located outside the Tucson Metropolitan Statistical Area (i.e., Pima County) but within the State of Arizona and is eligible for a bid preference of 3%.

_____**Type C Business** – The business operates as a franchise within the Tucson Metropolitan Statistical Area (i.e., Pima County), is owned (majority share) by a local resident (i.e., Pima County), and has the right to operate a business that is identified or associated with a franchisor's trademark, or to offer, sell, or distribute goods, services, or commodities that are identified or associated with a franchisor's trademark, and is eligible for a bid preference of 1.5%.

I declare under penalty of perjury under the laws of the State of Arizona that the foregoing is true and correct, and that, if called upon to testify, I will be competent to testify thereto. The City of Tucson has the unilateral right to conduct investigations to confirm eligibility, and the City reserves any and all recourse available to it under Arizona law for failure to provide true and correct information on this Affidavit. In addition, the City may seek suspension and debarment as provided for under the Tucson Procurement Code for failure to provide true and correct information.

_____
Signature Date

Owner/Officer _____
Title _____
Address _____
City/State/Zip _____
Phone Number_____
Email _____

PROPOSAL EVALUATION REQUIREMENTS

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

A. Method of Approach

B. Qualifications & Experience

C. Price Proposal

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

A. Method of Approach

1. Provide a detailed method for sizing employees. Offeror shall describe method of communication with City departmental representatives, process for sampling items, method of transportation to City locations, and number of staff available for sizing.
2. Describe the ordering process City employees should follow when purchasing uniforms.
3. Describe the ordering methods for departments that order in bulk.
4. Describe the ordering method for individual purchases.
5. Describe any alternative methods for purchase, such as Internet ordering.
6. What location(s) are available to City employees for service? Do you offer “store-front” services at these locations? If so, what kind of service is available – i.e., on-the-spot sizing? available clothing for the customer to review? available catalogs for review? etc.
7. Provide a timeline between sizing and delivery.
8. Provide a method for delivery of products.
9. Demonstrate your knowledge of embellishment—i.e., past experience with embellishment for large quantities of uniforms.
10. Provide a description of proposed quality control practices in addition to the requirements described in the Scope of Work.
11. Describe the supervisory structure of the personnel assigned to this contract.
12. Describe your policy for monitoring defects and repairing/replacing defective clothing. Bidder/Offeror shall warrant that all items furnished in their bid/offer are newly manufactured and free from defects in material and workmanship for no less than one (1) year from the date the items are delivered. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications. No other express or implied warranty shall eliminate the vendor’s liability as stated herein.
13. Describe your method for dealing with incorrect orders when the City employee made an error, and when the error was the fault of the Contractor.
14. Describe your approach for individual orders that exceed the City’s allowance of $50. How do you collect the personal funds from the employee? Will you collect the money at the time of order, time of receipt, etc.? Please reference Scope of Work paragraph 3.0, and Special Terms and Conditions paragraph 11.0.
15. How will embroidery services be handled? In-house or sub-contracted? If sub-contracted, provide name of company/person and their qualifications.
16. For each of the attachments, provide sample embroidery patches with your submission, Include an American Flag patch as specified in the Scope of Work.
17. Submit a sample invoice.
18. Describe how you will keep the City updated on all available catalogs/website. As future catalogs are released, how is the City notified? Are these available electronically?

19. Can uniform items be ordered online? Will a City of Tucson only website be established, for selection and/or ordering?
20. Please describe your credit card process; online, card presented at transaction by employee, card number communicated by phone.
21. Contractors submitting a bid/offer for products other than those specified shall submit a brochure or descriptive catalog page giving detailed specifications of the proposed item being offered. Bids/Offers received without such materials may be deemed non-responsive.
22. Provide a sample usage report, as specified in the Report section of the Scope of Work.

B. Qualifications & Experience

1. Provide a general overview of your company; including number of years in business, corporate headquarters location, types of business(es), Provide a detailed description of your shop including facility, equipment and supplies. Please include the size and location of your facility(s) in Tucson.
2. Provide resumes and/or biographies for all key personnel, including supervisors, who will be assigned to this contract.
3. Provide at least three (3) references including company/agency name, contact person, phone number and email address and value of contract for work that is similar in scope to the Scope of Work of this contract.
4. If the use of subcontractors is proposed, provide the information requested in items 1 through 4 above for each subcontractor.
5. Provide the total number of employees in the Tucson area.
6. Designate primary representative for employees to contact regarding this contract. Provide name, how many years with your company, contact phone number and email address
7. Offerors who submit a bid/offer, as a manufacturer's representative must supplement the bid/offer with a letter from each manufacturer involved. The letter shall certify that the vendor is authorized to provide the specific items presented, that the vendor is authorized to submit an bid/offer on such items, and guarantees that should the vendor fail to fulfill any obligations established as a result of a Contract award, the manufacturer, upon assignment by the City, will either assume such obligations or provide an alternate authorized vendor for the balance of the Contract period. All other terms and conditions of the Contract shall remain the same.

C. Price Proposal:

Provide fee proposal as requested on the Price Page attached herein.

1. As stated in the Instructions to Offerors, 7. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.
2. Will payment be accepted via commercial credit card? _____Yes _____No
3. If yes, can commercial payment(s) be made online? _____Yes _____No
4. Will a third party be processing the commercial credit card payment(s)? ___Yes ____No
5. If yes, indicate the flat fee per transaction $_____ (as allowable, per Section 5.2.E of Visa Operating Regulations).
6. If “no” to above, will consideration be given to accept the card? _____Yes _____No
7. Does your firm have a City of Tucson Business License? _____Yes _____No
8. If yes, please provide a copy of your City of Tucson Business license.

III. GENERAL

A. Shortlist:

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

B. Interviews:

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

C. Additional Investigations:

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

D. Prior Experience:

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

E. Multiple Awards:

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

SPECIAL TERMS AND CONDITIONS

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

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

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

   COOPERATIVE PARTNERSHIP PROGRAM – ADMINISTRATIVE FEE: Avaya shall pay to the City a 2% administrative fee on all purchases made by participating public agencies through Contracts #110245-01. Amount shall be calculated based upon the total amount of the sale to the participating public agency and shall apply to the sale of goods as well as services. The feel shall be paid to the City at least every six months, or on a per sale basis, and shall be submitted in the form of a check made out to "City of Tucson" and shall be mailed to the following address:

   City of Tucson Department of Procurement
   P.O. Box 27210
   Tucson, AZ 85726-7210

   Along with the administrative fee, a breakdown report will also be submitted that shows each agency that participated in the contract, the total amount of each sale to each participating agency, and the fee amount for each sale.

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

3. **INSURANCE:** The Contractor agrees to:

   A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

i. Coverage Afforded	Limits of Liability
ii. Workmen's Compensation	Statute
iii. Employer's Liability	$100,000
iv. Comprehensive General	$1,000,000 Bodily Injury
v. Liability Insurance	Combined Single Limit
D. Including:	$100,000 Property Damage
(1) Products & Completed	
E. Operations	
F. (2) Blanket Contractual	
G. Comprehensive Automobile	$1,000,000 Bodily Injury Liability Insurance Combined Single Limit
i. Including:	$100,000 Property Damage
(1) Non-Owned	
(2) Leased	
(3) Hired Vehicles	

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A., B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

4. **MULTIPLE AWARDS:** To provide adequate Contract coverage, multiple awards may be made.

5. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for two (2) additional two-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

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

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.

2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.

5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.

6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.

7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

8. **CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.

9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.

10. **CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

11. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:

    A. Amend the contract or enter into supplemental verbal or written agreements;
    B. Grant time extensions or contract renewals;
    C. Otherwise modify the scope or terms and provisions of the contract.

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

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

prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.

16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

    If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

    If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this Contract is terminated by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly

employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

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

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

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

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

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

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

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

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

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

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

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

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

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

30. PROTECTION OF GOVERNMENT PROPERTY: The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and

approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

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

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

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

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

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

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

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

38. SUBCONTRACTS: No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.

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

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

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

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

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

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

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

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

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

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

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

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

PRICE PAGE

BRAND OR TRADE NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the solicitation are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict any bid/offer by any vendor, but is only listed in order to advise potential bidders/offerors of the requirements of the City. Any bid/offer, which proposes like quality, design or performance, will be considered

The items listed on the Price Page are a sample list of frequently ordered items. The City of Tucson intends to use this contract to purchase additional items that are not listed in the sample list; therefore, the Price List herein is not an inclusive list of the City's needs.

ATTACHMENT A- Sample List of the most purchased items by the City of Tucson. Please provide your best pricing for each item.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
1	SHIRTS, SHORT SLEEVE, INDUSTRIAL, WHITE/COLOR, AS PER SCOPE OF WORK, PARAGRAPH 1.1	200 EA	$_____
MFG & MODEL No. _____			
2	SHIRTS, LONG SLEEVE, INDUSTRIAL, WHITE/COLOR, AS PER SCOPE OF WORK, PARAGRAPH 1.1	800 EA	$_____
MFG & MODEL No. _____			
3	SHIRTS, SHORT SLEEVE, INDUSTRIAL, 100% WRINKLE RESISITANT COTTON WHITE/ COLOR, AS PER SCOPE OF WORK,, PARAGRAPH 1.2	100 EA	$_____
MFG & MODEL No. _____			
4	SHIRTS, LONG SLEEVE, INDUSTRIAL, 100% WRINKLE RESISITANT COTTON WHITE/ COLOR, AS PER SCOPE OF WORK,, PARAGRAPH 1.2	100 EA	$_____
MFG & MODEL No. _____			

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
5.	SHIRTS, SHORT SLEEVE, 100% DENIM COTTON, AS PER SCOPE OF WORK,, PARAGRAPH 1.3	150 EA	$_____
MFG & MODEL No. _____			
6	SHIRTS, LONG SLEEVE, 100% DENIM COTTON, AS PER SCOPE OF WORK, PARAGRAPH 1.3	400 EA	$_____
MFG & MODEL No. _____			
7	SHIRTS, WOMEN'S, LONG SLEEVE, 100% DENIM COTTON, AS PER SCOPE OF WORK, PARAGRAPH 1.3	100 EA	$_____
MFG & MODEL No. _____			
8	PANT, INDUSTRIAL– MEN, WHITE/COLOR, AS PER SCOPE OF WORK, PARAGRAPH 1.4	200 EA	$_____
MFG & MODEL No. _____			
9	PANT, WESTERN, RIGID DENIM – AS PER SCOPE OF WORK, PARAGRAPH 1.5		
	Wrangler Original Fit (Men's) #0013MWZ	100 EA	$_____
	Wrangler Slim Fit (Ladies') #014MWZG	100 EA	$_____
10	PANT, INDUSTRIAL, 100% WRINKLE RESISTANT COTTON MEN, WHITE/COLOR, AS PER SCOPE OFWORK,, PARAGRAPH 1.6	100 EA	$_____
MFG & MODEL No. _____			

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
11	COVERALLS, 65/35 POLY/COTTON, LONG SLEEVE, AS PER SCOPE OF WORK,, PARAGRAPH 1.7	100 EA	$_____
MFG & MODEL No. _____			
12	JACKET, LIGHT WEIGHT,AS PER SCOPE OF WORK,, PARAGRAPH 1.8	100 EA	$_____
MFG & MODEL No. _____			
13	JACKET, HOODED WARM-UP, AS PER SCOPE OF WORK,, PARAGRAPH 1.9	200 EA	$_____
MFG & MODEL No. _____			
14	JACKET, 100% COTTON DENIM, AS PER SCOPE OF WORK,, PARAGRAPH 1.10	100 EA	$_____
MFG & MODEL No. _____			
15	EMBLEMS –"CITY OF TUCSON", PARAGRAPH 1.11	5000 EA	$_____
16	EMBLEMS – TUCSON WATER PATCH, PARAGRAPH 1.11	2000 EA	$_____
17	EMBLEMS – AMERICAN FLAG, 3" X 2.5", PARAGRAPH 1.11	250 EA	$_____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
18	SPORT SHIRT: 100% COMBED COTTON, PIQUE KNIT, POCKET, WHITE/COLOR, AS PER SCOPE OF WORK,, PARAGRAPH 2.1	700EA	

MFG & MODEL No. _____

PRICING FOR EACH COLOR REFLECT THE FOLLOWING SIZE DISTRIBUTION
S-XL; 70%, 2X; 20%, 3X; 5%, 4X; 5%.

18.1	WHITE	
a.	S –XL	$_____
b.	ETENDED SIZES	$_____
18.2	PASTELS	
a.	S –XL	$_____
b.	ETENDED SIZES	$_____
18.3	DARK	
a.	S – XL	$_____
b.	ETENDED SIZES	$_____

19	STYLE #1: 100% COTTON, PRESHRUNK, POCKET, WHITE/ COLOR AS PER SCOPE OF WORK,, PARAGRAPH 2.3	2200 EA

MFG & MODEL No. _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE
19.1	WHITE		
a.	S –XL		$_____
b.	ETENDED SIZES		$_____
19.2	PASTELS		
a.	S –XL		$_____
b.	ETENDED SIZES		$_____
19.3	DARK		
a.	S – XL		$_____
b.	ETENDED SIZES		$_____
20	BALL CAP, 1 COLOR, AS PER SCOPE OF WORK,, PARAGRAPH 2.4	500 EA	$_____

MFG & MODEL No. _____

21	BALL CAP, 2 TONE, AS PER SCOPE OF WORK,, PARAGRAPH 2.5	700 EA	$_____

MFG & MODEL No. _____

22.	VISOR, AS PER SCOPE OF WORK,, PARAGRAPH 2.6	120 EA	$_____

MFG & MODEL No. _____

OFFER AND ACCEPTANCE

OFFER

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

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

Name:_____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

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

CITY OF TUCSON, a municipal corporation

Approved as to form this _____ day of _____ , 2013.

Awarded this _____ day of _____ , 2013.

_____
As Tucson City Attorney and not personally

_____
Marcheta Gillespie, C.P.M., CPPO, CPPB, CPM
As Interim Director of Procurement and not personally