

RESOLUTION NO. 16-152

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA APPROVING A THREE YEAR CONTRACT BETWEEN THE CITY AND ARAMARK UNIFORM SERVICES, A DIVISION OF ARAMARK UNIFORM AND CAREER APPAREL, LLC, FOR THE PROVISION OF CITY STAFF UNIFORM RENTALS, PURSUANT TO SECTION 2-797(4)(b), BEST INTERESTS OF THE CITY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City Staff issued ITB #009-16 for Uniform Rental Services and received no bids in response by the closing date of December 10, 2015; and

WHEREAS, pursuant to Teamsters, PBA and IAFF collective bargaining agreements, the City is required to provide work uniforms for employees who require special clothing due to the nature of their job; and

WHEREAS, City staff contacted three vendors directly for price quotes, and received only one responsive proposal; and

WHEREAS, the City Manager has determined that a three year contract with Aramark Uniforms, is in the best interests of the City pursuant to section 2-797(4)(b) of the Code of Ordinances; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

Section 1: That a three-year contract, with one two-year renewal option, is hereby approved between the City and Aramark Uniform Services for uniform rentals, pursuant to section 2-797(4)(b) of the code of ordinances.

Section 2: That the City Manager is authorized to execute a contract in substantial conformance with the attached bid documents, upon consent of the City Attorney.

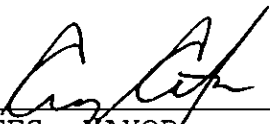
Section 3: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 3rd day of May, 2016.

Authenticated by the Presiding Officer and Clerk of the Commission on 4th day of May, 2016.

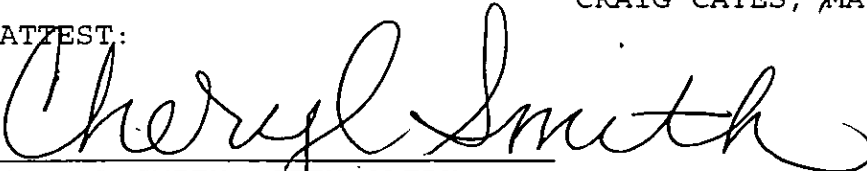
Filed with the Clerk on May 4, 2016.

Mayor Craig Cates	<u>Yes</u>
Vice Mayor Clayton Lopez	<u>Yes</u>
Commissioner Sam Kaufman	<u>Yes</u>
Commissioner Richard Payne	<u>Yes</u>
Commissioner Margaret Romero	<u>Yes</u>
Commissioner Billy Wardlow	<u>Yes</u>
Commissioner Jimmy Weekley	<u>Yes</u>



CRAIG CATES, MAYOR

ATTEST:



CHERYL SMITH, CITY CLERK

CONTRACT

This Contract, made and entered into this 27th day of June 2016,

by and between the City of Key West, hereinafter called the "Owner", and **Aramark**
Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

hereinafter called the "Contractor";

WITNESSETH:

The Contractor, in consideration of the sum to be paid him by the Owner and of the covenants and agreements herein contained, hereby agrees at his own proper cost and expense to do all the work and furnish all the materials, tools, labor, and all appliances, machinery, and appurtenances for ITB #009-16, UNIFORM CONTRACT, Key West, Florida to the extent of the Bid made by the Contractor, dated the 27th day of June 2016, all in full compliance with the Contract Documents referred to herein.

The CONTRACT DOCUMENTS, including the signed copy of the BID, CONTRACT FORMS, PERFORMANCE & PAYMENT BONDS (Not required as part of this contract), SUMMARY OF WORK, SPECIFICATIONS, GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONTRACT.

In consideration of the performance of the work as set forth in these Contract Documents, the Owner agrees to pay to the Contractor the amount bid in the Bid as adjusted in accordance with the Contract Documents, or as otherwise herein provided, and to make such payments in the manner and at the times provided in the Contract Documents.

The Contractor agrees to complete the work FOR 3 YEARS with an option of 2 and to accept as full payment hereunder the amounts computed as determined by the Contract Documents and based on the said BID.

The Contractor agrees to remedy all defects appearing in the work or developing in the materials furnished and the workmanship performed under this Contract and further agrees to indemnify and save the Owner harmless from any costs encountered in remedying such defects.

It is agreed that the Contract, based upon the BID, shall be fully complete within the stated number of consecutive calendar days from the date the Notice to Proceed is issued.

This contract will automatically expire upon completion of the project. Contractors warranty obligations remain in effect.

IN WITNESS WHEREOF, we, the parties hereto, each herewith subscribe the same this

31st Day of May, A.D., 2016.

CITY OF KEY WEST

By JK Schall

Title CITY MANAGER

CONTRACTOR

By JMM

Title Director of Business Planning



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

MEMORANDUM

TO: James K. Scholl, City Manager
FROM: Marcus Davila, Deputy Director of Community Services
CC: Greg Veliz, Assistant City Manager- Operations
Sarah Spurlock, Assistant City Manager- Administration
Rod Delostrinos, Director of Community Services
DATE: March 11, 2016

SUBJECT: Awarding the contract to ARAMARK Uniform Services for Uniform Rental

ACTION STATEMENT: Awarding Uniform Rental Contract to ARAMARK Uniform Services and authorizing the City Manager to enter into a 3 year contract with an optional 2 years extension pursuant to Code of Ordinances 2-797 (4)b, in the Best Interest of the City.

BACKGROUND:

In accordance with the City of Key West Policies and Procedures Manual and Article 33 of the Collective Bargaining Agreement Between Teamsters Local 769 (Office Clerical and Blue Collar Workers) and the City of Key West, the City of Key West agrees to continue its present practice of providing work uniforms to Employees who require special clothing due to the nature of their job.

PURPOSE & JUSTIFICATION:

On December 10, 2015, the City received zero (0) bids for ITB #009-16 Uniform rental. Advertising was done in the local newspaper along with Demand Star. The City of Key West reached out to three (3) companies for quotes after receiving no formal bids for the ITB. ARAMARK Uniform Services was the only company to respond to the quote request. ARAMARK has competitive pricing against other uniform services companies and is the current supplier of uniforms for the City of Key West.

FINANCIAL IMPACT:

Uniforms are listed as line items under the .34 account, other contractual services, account of the respective department.

RECOMMENDATION:

Staff recommends awarding the contract to ARAMARK Uniform Services, authorizing the City Manager to execute a contract upon the advice and consent of the City Attorney.

INTEROFFICE MEMORANDUM

To: Marcus Davila, Deputy Director Community Services
CC: Sue Snider, Purchasing
From: Cheri Smith, City Clerk *CS*
Date: December 10, 2015
Subject: **UNIFORM CONTRACT; BID NO. 009-16**

No bids were received in my office on Thursday, December 10, 2015 at 3:00 p.m. for the above referenced bid.

CS/sph

FROM THE DESK OF--
CHERYL SMITH, CMC
CITY CLERK
CITY OF KEY WEST
525 ANGELA STREET
KEY WEST, FL 33040
(305) 509-3535
Fax: 809-3511

BID 009-16 - Uniform Contract - No Bid

NOTE TO BIDDER: Use preferably BLACK ink for completing this BID form.

BID

To: The City of Key West
Address: 3126 Flagler Street, Key West, Florida 33041
Project Title: UNIFORM CONTRACT ITB #009-16

Bidder's contact person f

Company Name: _____ ARAMARK Uniform Services, a division of
ARAMARK Uniform & Career Apparel, LLC
Contact Name & Telephone #: Dean Scalia, 818-973-3720
Email Address: chiaro-bill@aramark.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver to the Owner examples of the Performance Bond (Not required as part of this contract) and Payment Bond (Not required as part of this contract) required herein, and evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

VENDOR Insurance/Indemnity Language

Insurance

VENDOR is to secure, pay for, and file with the City of Key West, prior to commencing any work under the Contract, all certificates for Workers' Compensation, Public Liability, and Property Damage Liability Insurance and such other insurance coverages as may be required by specifications and addenda thereto, in at least the following minimum amounts with specification amounts to prevail if greater than minimum amounts indicated. Notwithstanding any other provision of the Contract, the VENDOR shall provide the minimum limits of liability insurance coverages as follows:

Auto Liability	\$1,000,000	Combined Single Limit
General Liability	\$2,000,000	Aggregate (Per Project)
	\$2,000,000	Products Aggregate
	\$1,000,000	Any One Occurrence
	\$1,000,000	Personal Injury
	\$ 300,000	Fire Damage/Legal
Additional Umbrella Liability	\$_000,000	Occurrence/Aggregate

VENDOR shall furnish an original Certificate of Insurance indicating, and such policy providing coverage to, City of Key West named as "Additional Insured" on PRIMARY and NON CONTRIBUTORY basis utilizing an ISO standard endorsement at least as broad as CG 2010 (11/85) or its Equivalent, (combination of CG 20 10 07 04 and CG 20 37 07 04, providing coverage for completed operations is acceptable) INCLUDING A "Waiver of Subrogation" clause in favor of City of Key West on all policies. VENDOR will maintain the Professional Liability, General Liability and Umbrella Liability insurance coverages summarized above with coverage continuing in full force including the "additional insured" endorsement until at least 3 years beyond completion and delivery of the work contracted herein.

Notwithstanding any other provision of the Contract, the VENDOR shall maintain complete Workers' Compensation coverage for each and every employee, principal, officer, representative, or agent of the VENDOR who is performing any labor, services, or material under the Contract. Further, VENDOR shall additionally maintain the following minimum limits of coverage:

Bodily Injury Each Accident	\$1,000,000
Bodily Injury by Disease Each Employee	\$1,000,000
Bodily Injury by Disease Policy Limit	\$1,000,000

If the work is being done on or near a navigable waterway, VENDOR's Workers' Compensation policy shall be endorsed to provide USL&H Act (WC 00 01 06 A) and Jones Act (WC 00 02 01 A) coverage if specified by the City of Key West. VENDOR shall provide the City of Key West with a Certificate of Insurance verifying compliance with the workman's compensation coverage as set forth herein and shall provide as often as required by the City of Key West such certification which shall also show the insurance company, policy number, effective and expiration date, and the limits of workman's compensation coverage under each policy.

VENDOR's insurance policies shall be endorsed to give 30 days' written notice to the City of Key West in the event of cancellation or material change, using form CG 02 24, or its equivalent.

Certificates of Insurance submitted to the City of Key West will not be accepted without copies of the endorsements being requested. This includes additional insured endorsements, cancellation/material change notice endorsements, and waivers of subrogation. Copies of USL&H Act and Jones Act endorsements will also be required if necessary. PLEASE ADVISE YOUR INSURANCE AGENT ACCORDINGLY.

I. BID RESPONSE- PROVIDE WEEKLY UNIFORM RENTAL COST FOR EACH ITEM.

Rental Cost per week:

BID RESPONSE - UNIFORM CONTRACT ITB # 009-16

RENTAL COST	
FLEET WHITE SHIRT WITH BLUE STRIPES SHORT SLEEVE	\$ <u>0.20</u> EACH
FLEET WHITE SHIRT WITH BLUE STRIPES LONG SLEEVES	\$ <u>0.20</u> EACH
FLEET BLUE PANT	\$ <u>0.14</u> EACH
TRANSIT WHITE SHIRT WITH BLUE STRIPES LONG SLEEVE SHIRT	\$ <u>0.20</u> EACH
TRANSIT WHITE SHIRT WITH BLUE STRIPES SHORT SLEEVE SHIRT	\$ <u>0.20</u> EACH
TRANSIT BLUE LONG PANTS	\$ <u>0.14</u> EACH
TRANSIT SHORTS	\$ <u>0.14</u> EACH
PUBLIC WORKS WHITE SHIRT WITH BLUE STRIPES LONG SLEEVE SHIRT	\$ <u>0.20</u> EACH
PUBLIC WORKS BLUE SHORT SLEEVE SHIRT	\$ <u>0.20</u> EACH
PUBLIC WORKS FLORESCENT YELLOW SHIRT LONG SLEEVE	\$ <u>0.32</u> EACH
PUBLIC WORKS FLORESCENT YELLOW SHIRT SHORT SLEEVE	\$ <u>0.32</u> EACH
PUBLIC WORKS BLUE PANTS	\$ <u>0.14</u> EACH
PUBLIC WORKS LONG PANTS	\$ <u>0.14</u> EACH
FMT INDUSTRIAL WHITE WITH BLUE STRIPES SHIRT	\$ <u>0.20</u> EACH
FMT COTTON 100% SHIRTS	\$ <u>0.24</u> EACH
FMT INDUSTRIAL PANT	\$ <u>0.14</u> EACH
FMT BLUE JEANS	\$ <u>0.30</u> EACH
FOREMAN COLLARED SHIRTS	\$ <u>0.18</u> EACH
FOREMAN BLUE JEANS	\$ <u>0.30</u> EACH
	\$ _____ EACH

2. ADDITIVE ALTERNATE:

Percent of discount for direct catalog item purchase: TEN %
 (amount written in words)

List items to be performed by CONTRACTOR's own forces and the estimated total cost of these items. (Use additional sheets if necessary.)

Service and laundering _____

of uniforms and facility _____

Service products _____

SURETY

The Simkiss Agency whose address is
2 Paoli Office Park, PO Box 1787 Paoli, PA, 19301
Street City State Zip

BIDDER

The name of the Bidder submitting this Bid is
* _____ doing business at
115 N. First Street, Burbank, CA, 91502
Street City State Zip

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

<u>Aramark Uniform & Career Apparel, Inc.</u> <u>(sole member)</u>	<u>115 N. First Street</u> <u>Burbank, CA 91502</u>
_____	_____
_____	_____
_____	_____
_____	_____

* ARAMARK Uniform Services, a division of
ARAMARK Uniform & Career Apparel, LLC

If Sole Proprietor or Partnership or LLC

IN WITNESS hereto the undersigned has set his (its) hand this 28th day of December 2015.



Signature of Bidder

General Manager
Title

If Corporation N/A

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this _____ day of _____ 2016.

(SEAL)

Name of Corporation

By _____

Title _____

Attest _____

Secretary

EXPERIENCE OF BIDDER

The Bidder states that he is an experienced CONTRACTOR and has completed similar projects within the last 5 years.

(List similar projects, with types, names of OWNERS, construction costs, ENGINEERS, and references with phone numbers. Use additional sheets if necessary.

Miami - Dade County Transit Authority - ³⁰⁵⁻³⁷⁵⁻⁴⁷⁴⁴ - Abe Rodriguez
Miami - Dade County Water & Sewer " " (Contracting
Miami - Dade County Aviation " " (Officer)
Miami - Dade County Fleet " "
City of Margate - Patricia Greenstein 954-935-5355

SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES. ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Bid for Uniforms

2. This sworn statement is submitted by Glen Chitty GM
(Name of entity submitting sworn statement)

whose business address is 115 N. First Street, Burbank, CA 91502

and (if applicable) its Federal Employer Identification Number (FEIN) is 95-3082883

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement _____)

3. My name is Glen Chitty
(Please print name of individual signing)

and my relationship to the entity named above is General Manager MCS61

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of

Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]
(Signature) 12/28/15
(Date)

STATE OF FLORIDA

COUNTY OF Dade

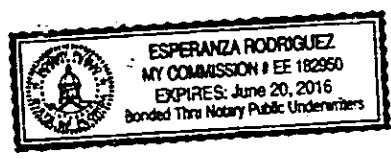
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Iko Chitty who, after first being sworn by me, affixed his/her
(Name of individual signing)

Signature in the space provided above on this 28 day of December, 2015

My commission expires:

[Signature]
NOTARY PUBLIC



CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the VENDOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by VENDOR or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the VENDOR or its subcontractors, material men or agents of any tier or their respective employees.

VENDOR: _____ SEAL: _____
*
115 N. First Street, Burbank, CA 91502
Address
Signature *[Handwritten Signature]*
Print Name *Clay Chitt*
Title *General Manager*
DATE: *12/28/15*

* ARAMARK Uniform Services, a division of
ARAMARK Uniform & Career Apparel, LLC

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF Dade)

I, the undersigned hereby duly sworn, depose and say that the firm of _____*
provides benefits to domestic partners of its employees on the same basis as it provides benefits to
employees' spouses per City of Key West Ordinance Sec. 2-799.

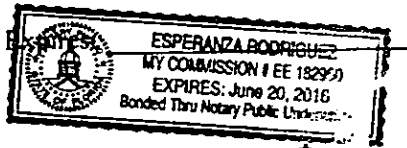
By: _____
[Signature]

Sworn and subscribed before me this

28 Day of December, 2015.

[Signature]
NOTARY PUBLIC, State of Florida at Large

My Commission Expires

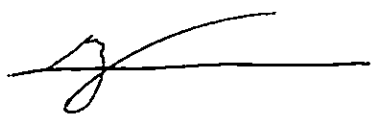


ARAMARK Uniform Services, a division of
ARAMARK Uniform & Career Apparel, LLC

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)
 : SS
COUNTY OF Dade)

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of * have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).



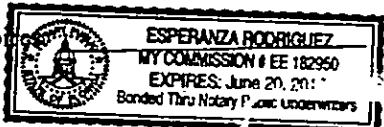
Sworn and subscribed before me this

28 Day of December, 2015.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires



* ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood. [✓]
2. All blank spaces in Bid filled in, using black ink. [✓]
3. Total and unit prices added correctly and attached Schedule of Values [✓]
4. Addenda acknowledged. [✓]
5. Experience record included ✓
6. Bid signed by authorized officer. [✓]
7. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work. [✓]
6. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten calendar days after receiving a Notice of Award. [✓]
7. BID submitted intact with the volume entitled "Bidding Requirements" and "Contract Forms", 1 original, and 2 flash drives as stated in the invitation to bid. [✓]
8. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid. [✓]

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name ARAMARK UNIFORM SERVICE, INC. CtlNbr:0003733
Location Addr 160 ALI BABA AVE
Lic NBR/Class 16-00003748 SERVICE - GENERAL
Issue Date: September 15, 2015 Expiration Date: September 30, 2016
License Fee \$103.00
Add. Charges \$0.00
Penalty \$0.00
Total \$103.00

Comments: LINEN AND UNIFORM SERVICE

This document must be prominently displayed.

ARAMARK UNIFORM SERVICE, INC.

P.O. BOX 7891

BURBANK CA 91510

ARAMARK UNIFORM SERVICE, INC.

Spec: 15/09/12 Item: 10 Description:
Date: 9/22/15 SS Ratefor: 0.00
2015 2768

OR LIC OPERATIONAL GENERAL
LCC

Invoice Number: 0522015
0522015
0522015

Issue date: 9/22/15 Time: 10:10:35

501-23145



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
09/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: PHONE (A/C NO. EXT): 877-945-7378 FAX (A/C NO.): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com
	INSURER(S) AFFORDING COVERAGE
INSURED Aramark Uniform & Career Apparel, LLC Including WearGuard and Crest Divisions 115 N. First Street Burbank, CA 91502	INSURER A: ACE American Insurance Company NAIC# 22667-003
	INSURER B: Indemnity Insurance Company of North Amer 43575-001
	INSURER C: ACE Fire Underwriters Insurance Company 20702-001
	INSURER D:
	INSURER E:


COVERAGES **CERTIFICATE NUMBER: 23535246** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL RISO	SUBS WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EDOG27396513	10/1/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ None PRODUCTS-COMP/OP AGG \$ None
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Self-Insur ed for <input checked="" type="checkbox"/> Auto Physic al DMBRT			ISAB08658421	10/1/2015	10/1/2016	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Necessity in W/C if yes, describe under DESCRIPTION OF OPERATIONS below)			(AOS) WLRC48587926	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A				(CAAXA) WLRC48587914	10/1/2015	10/1/2016	E.L. EACH ACCIDENT \$ 1,000,000
C				(WI) SCFC48587938	10/1/2015	10/1/2016	E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

d/d/a Aramark Distribution Services, Inc. Covering all services provided by Aramark Distribution Services, Inc.

CERTIFICATE HOLDER *TO WHOM IT MAY CONCERN* Evidence of Coverage Current Year	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDENDUM TO INVITATION TO BID

This Addendum to Invitation to Bid dated October, 2015 (hereinafter "Service Contract"), is entered into October, 2015, by and between City of Key West, Florida ("CITY"), and Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC, a Delaware limited liability company ("BIDDER").

CITY and BIDDER agree as follows:

The parties agree to the following revisions to the Service Contract:

Insurance, pages 14 and 15

24. Insurance and Liability, page 39 (Conditions of the Contract)

In connection with submitting this bid proposal for CITY, BIDDER is not able to agree to all of the insurance requirements requested by CITY. If awarded this business, BIDDER will discuss the insurance requirements with CITY and mutually agree to acceptable insurance provisions and documentation delivery requirements. However, enclosed is a Certification of Insurance indicating the coverage maintained by BIDDER.

25. Indemnity, page 40 (Conditions of the Contract)

Article 35 "Indemnity", page 45 (Supplementary Conditions)

Delete in its entirety and replace with the following language to read as follows:

Amend to read BIDDER will indemnify and hold harmless CITY against any and all losses, damages, liabilities, claims, demands, suits and expenses, including reasonable attorneys' fees and court costs resulting from BIDDER's gross negligence and/or willful misconduct in its performance of the Services under this Agreement.

⇒

For this indemnification to apply, the party claiming indemnity must immediately notify the indemnifying party upon receipt of notice of any claim or lawsuit and must permit the indemnifying party's authorized attorneys and personnel (at the indemnifying party's discretion and cost) to handle and control the defense of such claims or lawsuits. The party claiming indemnity agrees to fully cooperate and aid in such defense and shall not settle any such claims or lawsuits without the prior written consent of the indemnifying party.

U. Termination, page 53 (Summary of Work)

Delete in its entirety and replace with the following language to read as follows:

CITY may terminate this Agreement during the initial term or any renewal term for deficiencies in service and/or quality of Merchandise by informing BIDDER in writing of the precise nature of the complaints; allowing BIDDER at least 30 days to correct or begin to correct the complaints; giving written explanation of why it believes BIDDER has failed to correct or begin to correct the described complaints.

If CITY breaches this Service Contract by early termination, CITY agrees to pay BIDDER liquidated damages (intended as a good faith pre-estimate of the actual damages BIDDER would incur and not a penalty), equal to the greater of 50% of the average weekly charges during the 3 months prior to termination times the weeks remaining in the un-expired term, or the then current replacement charge for all allied products and other inventory.

CITY agrees to pay all loss or damage charges and all unpaid statements upon any termination or expiration of this Service Contract.

Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Invitation to Bid as of the date first above written.

BIDDER

CITY

Aramark Uniform Services, a division
of Aramark Uniform & Career Apparel, LLC

City of Key West, Florida

By: [Signature]
NAME:

By: [Signature]
NAME:

Title: General Manager

Title: City Manager

U. Termination, page 53 (Summary of Work)

Delete in its entirety and replace with the following language to read as follows:

CITY may terminate this Agreement during the initial term or any renewal term for deficiencies in service and/or quality of Merchandise by informing BIDDER in writing of the precise nature of the complaints; allowing BIDDER at least 30 days to correct or begin to correct the complaints; giving written explanation of why it believes BIDDER has failed to correct or begin to correct the described complaints.

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Any controversy or claim arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.


IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Invitation to Bid as of the date first above written.

BIDDER

CITY

Aramark Uniform Services, a division
of Aramark Uniform & Career Apparel, LLC

City of Key West, Florida

By: 
NAME: _____

By: _____
NAME: _____

Title: General Manager

Title: _____

Fidelity and Deposit Company

POST OFFICE BOX 1227

OF MARYLAND

BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC, as Principal, (hereinafter called the "Principal"), and the Fidelity and Deposit Company of Maryland, P.O. Box 1227, Baltimore, Maryland 21203, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Key West, Florida

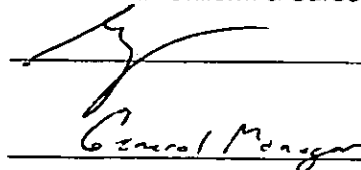
as Obligee, (hereinafter called the "Obligee"), in the sum of Five (5%) Percent of Total Bid ~~xx Dollars~~ 5% of total bid for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid Uniforms

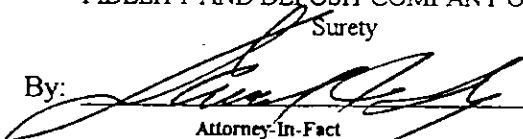
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 29th day of December A.D. 2015.

ARAMARK Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC

 (Seal)
Principal
General Manager
Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

By:  (Seal)
Attorney-In-Fact
Daniel P. Dunigan
Title

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by THOMAS O. MCCLELLAN, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint William F. SIMKISS, Daniel P. DUNIGAN, Brian C. BLOCK, Joseph W. KOLOK, JR., Richard J. DECKER and James L. HAHN, all of Paoli, Pennsylvania, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of May, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*
Assistant Secretary
Eric D. Barnes

Thomas O. McClellan
Vice President
Thomas O. McClellan

State of Maryland
City of Baltimore

On this 10th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 14, 2015