

**Request for Proposal
Eastern Kentucky University
Laundry Service (RFP 03-10)**



Issued: October 15 2009
Due: November 16, 2009, 2pm, ET
521 Lancaster Avenue
Richmond, Kentucky 40475

REQUEST FOR PROPOSAL (RFP)

ATTENTION: This is not an order. Read all instructions, terms, and conditions carefully.

PROPOSAL NO.:	RFP 03-10	RETURN ORIGINAL COPY OF PROPOSAL TO:
Issue Date:	October 15, 2009	EASTERN KENTUCKY UNIVERSITY
Purchasing Officer:	Lora Snider	PURCHASING DIVISION
Phone:	(859) 622-2246	ROOM 213 JONES BUILDING
Schedule Name:	Laundry Service	RICHMOND, KENTUCKY 40475

IMPORTANT: PROPOSALS MUST BE RECEIVED BY: 11/16/09, 2pm, ET

- It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085.
- Proposals for competitive negotiation shall not be subject to public inspection until negotiations between the purchasing agency and all Offerors have been concluded and a contract awarded to the responsible Offeror submitting the proposal determined in writing to be the most advantageous to the University. Price and the evaluation factors set forth in the advertisement and solicitations for proposals will be considered.
- An award of contract may be made upon the basis of the initial written proposals received without written or oral discussions.
- Contracts resulting from this RFP must be governed by and in accordance with the laws of the Commonwealth of Kentucky.
- The University reserves the right to request proposal amendments or modifications after the proposal receiving date.
- THE TERMS AND CONDITIONS OF THIS REQUEST FOR PROPOSAL INCLUDE ALL GENERAL CONDITIONS, AS SET FORTH BY EASTERN KENTUCKY UNIVERSITY PLUS ANY SPECIAL CONDITIONS ENUMERATED HEREIN.**

NOTICE

- Any agreement or collusion among Offerors or prospective Offerors, which restrains, tends to restrain, or is reasonably calculated to restrain competition by agreement to proposal at a fixed price or to refrain from offering, or otherwise, is prohibited.
- Any person who violates any provisions of KRS 45A.325 shall be guilty of a class D felony and shall be punished by a fine of not less than five thousand dollars nor more than ten thousand dollars, or be imprisoned not less than one year nor more than five years, or both such fine and imprisonment. Any firm, corporation, or association who violates any of the provisions of KRS 45A.325 shall, upon conviction, be fined not less than ten thousand dollars or more than twenty thousand dollars.

AUTHENTICATION OF RFP AND STATEMENT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

I hereby swear (or affirm) under the penalty for false swearing as provided by KRS 523.040:

- That I am the Offeror (if the Offeror is an individual), a partner (if the Offeror is a partnership), or an Officer or employee of the bidding corporation having authority to sign on its behalf (if the Offeror is a corporation);
- That the attached proposal has been arrived at by the Offeror independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other Contractor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent offering or competition;
- That the contents of the proposal have not been communicated by the Offeror or its employees or agents to any person not an employee or agent of the Offeror or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official closing of the RFP;
- That the Offeror is legally entitled to enter into contracts with the Eastern Kentucky University and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 45A.330 through KRS 45A.340 and KRS 164.390, and
- That I have fully informed myself regarding the accuracy of the statement made above.

SWORN STATEMENT OF COMPLIANCE WITH CAMPAIGN FINANCE LAWS

In accordance with KRS45A.110(2), the undersigned hereby swears under penalty of perjury that he/she has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky and that the award of a contract to an Offeror will not violate any provision of the campaign finance laws of the Commonwealth of Kentucky.

OFFEROR REPORT OF PRIOR VIOLATIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341 & 342

The Offeror by signing and submitting a proposal agrees as required by KRS 45A.485 to submit final determinations of any violations of the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that have occurred in the previous five (5) years prior to the award of a contract and agrees to remain in continuous compliance with the provisions of the statutes during the duration of any contract that may be established. Final determinations of violations of these statutes must be provided to the University by the successful Offeror prior to the award of a contract.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Offeror, by submitting a proposal, certifies that he/she is in compliance with the Code of Federal Regulations, 41 CFR 60-1.8 that prohibits the maintaining of segregated facilities.

SMOKE FREE ZONE POLICY

The Offeror, by signing and submitting a Proposal, agrees to comply with the University's Smoke Free Zone Policy.

See: http://www.hr.eku.edu/Policy_and_Procedure/docs/Smoke-free_zone_policy.pdf

SUSTAINABILITY POLICY

The University is committed to reducing the adverse environmental impact of its purchasing decisions; it is committed to buying goods and services from contractors who share its environmental concern and commitment. The University encourages bidders to include in their responses economical and environmentally friendly products and service options that serve to minimize waste, reduce excess packing, recycle, reduce, reuse, prevent pollution, and/or offer resource efficiency. It's the University's goal to maximize environmental responsibility on its campuses.

COMPETITIVE NEGOTIATION DETERMINATION

In accordance with KRS 45A.085(1) the Purchasing Officer listed above has determined that the use of competitive sealed bidding is not practicable. This Request for Proposals shall indicate the relative importance of price and other evaluation criteria (KRS 45A.085(4)).

SIGNATURE REQUIRED: This proposal cannot be considered valid unless signed and dated by an authorized agent of the Offeror. Type or print the signatory's name, title, address, phone number and fax number in the spaces provided. Offers signed by an agent are to be accompanied by evidence of his/her authority unless such evidence has been previously furnished to the issuing office.

Company Name	Authorized Signature	Date
Address	Typed or Printed Name	
City, State, Zip	Title	
Phone Number	Fax Number	Federal ID Number

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1.0 DEFINITIONS

The term “Academic Year” when used herein is defined as the nine (9) calendar months beginning mid August of each year and ending mid May of the following year.

The terms “Addenda” or “Addendum” are defined as written or graphic instructions issued by Eastern Kentucky University prior to the receipt of Proposals that modify or interpret the Request for Proposal documents by addition, deletion, clarification, or correction.

The term “Competitive Negotiation” is defined as the method authorized in Kentucky Revised Statutes, Chapter 45A.085.

The terms “Contract” and “Resulting Contract” are used interchangeably and are defined as the official agreement and contract award resulting from the Successful Offeror’s response to this Request for Proposal.

The terms “Contractor” or “Successful Offeror” are defined as the individual or entity receiving a contract award.

The term “Fiscal Year” when used herein is defined as the twelve (12) calendar months beginning July 1 of each year and ending on June 30 of the following year. The Contractor’s year-to-date reports will coincide with the Fiscal Year of the University.

The terms “Offer” or “Proposal” are defined as the Offeror’s response to this Request for Proposal.

The term “Offeror” is defined as the individual or entity submitting a Proposal.

The term “Purchasing Agency” is defined as Eastern Kentucky University, Division of Purchases & Stores, Room 213 Jones Building, 521 Lancaster Ave., Richmond, KY 40475.

The term “Purchasing Official” is defined as Eastern Kentucky University’s designated contracting representative.

The term “Responsible Offeror” is defined as a person, company, or corporation with the capability in all respects to perform fully the contract requirements and with the integrity and reliability ensuring good faith performance.

The term “Solicitation” is defined as this Request for Proposal.

The term “University” is defined as Eastern Kentucky University.

2.0 GENERAL OVERVIEW

2.1 Intent and Scope

Eastern Kentucky University (the “University”) is issuing this Request for Proposal (“RFP”) for the purpose of providing the university with laundry vending services for on-campus residence halls and family communities of campus.

The contract will be awarded to the Successful Offeror who best satisfies all of EKU’s needs at optimum commission and service performance. We encourage creative responses to this RFP and proposed alternatives to what is specified will be considered.

2.2 University Information

Eastern Kentucky University is a comprehensive university serving approximately 16,000 students on its 725-acre Richmond, Kentucky campus, its educational centers in Corbin, Danville, Lancaster and Manchester, and other sites in Kentucky. Charles D. Whitlock serves as the 11th president of the University, which is embarking on a significant transformation into a state leader and a University of national distinction as it celebrated its centennial in 2006. Additional information about Eastern Kentucky University is available at <http://www.ir.eku.edu/web/FastFacts> and at www.eku.edu.

3.0 SCOPE OF SERVICES

3.1 Objectives

To provide the University with laundry vending services for the residence halls that is reasonably priced and customer service oriented. The program must offer attractive and comfortable laundry room environments with quality, well-maintained equipment.

The laundry program must be an asset, which further enhances living in campus residence halls. The contractor must be committed to meeting the immediate needs of the university and its students along with providing for long-term enhancements through facility renovations, the installation of all new laundry equipment, and promotional activities.

In order to maintain the highest possible quality laundry facilities, Eastern Kentucky University seeks a laundry service provider with specific university experience, and a focus required to meet the day-to-day laundry needs of EKU students who choose to live on campus. Special attention should be paid to innovative ideas that genuinely enhance the quality of student life, in conjunction with the University’s stated goals.

3.3 Service Requirements

- A. Offerors shall provide a proposal summary that discusses the overall benefits to selecting your company, and what your company considers to be the most important factors involved in the selection of a vendor.
- B. The Successful Offeror shall be a stable, dependable company with a track record of service to the University community. The Successful Offeror shall possess a history of working for and with Universities of a size similar to Eastern Kentucky University.
- C. The Successful Offeror shall have service personnel located within one hour of Richmond, Kentucky who has experience in serving universities or colleges in the area. The Successful Offeror shall also have a specific account manager assigned to Eastern Kentucky University. Discuss your company’s approach to personnel, and the experience of both the service personnel and the contract manager that will be assigned to the EKU account.
- D. The Successful Offeror will need to maintain a very close working relationship with the university. An account executive must supervise the installation, monitor the ongoing services, solicit feedback to improve service, and ensure that the customer’s needs are met.
 1. Describe the firm’s general experience in providing laundry services of the nature the university seeks.
 2. Provide an organizational chart indicating which individuals or positions would have knowledge of the agreement with the university, the degree to which each person would be responsible to the university’s account, and

their decision-making authority level.

E. Provide a complete list of your university references, highlighting those in Kentucky, and how long your company has served each reference. Failure to provide accurate and complete information will be just cause for rejection for your proposal.

1. Provide a listing of all the Offeror's higher education laundry vending accounts. For each location, provide the name of the institution, a contact name and telephone number. Highlight those campuses within a 150-mile radius.

2. Provide a listing of all the Offerors higher education laundry vending accounts lost in the last three years. For each location, provide the name of the institution, a contact name and telephone number and reason for the loss.

F. The University requires the installation of all new commercial washers and matching new commercial dryers. Dryers shall be electrically or gas operated as needed for each facility, and either single or stacked models will be required as needed for each facility. The contractor must determine the best possible mix of equipment that will maximize service and revenues. Presently there are 125 washers and 125 dryers in the residence halls. See attachment B for list and location of equipment. The contractor must provide a detailed list that outlines the number and type of machines proposed.

The proposal must meet these minimum qualifications related to equipment:

1. The Successful Offeror shall be responsible for delivery, receiving, storage, and security of all equipment, parts, and laundry room supplies provided under the terms of an agreement resulting from this RFP.

2. Washers shall be commercial type, energy star, heavy duty, electrically Operated 60 cycles, 120 volts, 20 amps, underwriters laboratory (UL) and rated with water and/or energy usage required. There are 8 dryers in Brockton laundry room that operate on natural gas. The remaining dryers shall be commercial type, energy star, heavy duty, electric with 220 volt, 30 amp circuits, underwriter's laboratory (UL) and rated with energy usage required.

3. Washers and dryers shall be simple to operate; operational instructions shall be conspicuously and attractively posted in each laundry room.

4. All laundry equipment shall be new and of the current year's manufacture. Equipment should provide for multiple temperature and fabric settings, as well digital display of time remaining. All replacement machines needed during the period of performance under this contract shall be of the same age or newer than existing machines.

5. The laundry equipment shall be of adequate size, capacity, and proven efficiency for the intended use. Laundry equipment shall be matching (same color and type) at all locations and shall be the same height to give uniformity of appearance.

6. The selected firm shall provide handicapped accessible equipment that is ADA compliant as required by the University.

7. All equipment must be reviewed and approved in advance, in writing, by the University prior to installation.

8. Dryers shall be set up to offer students a full dry load for one cycle. If the selected firm determines that it is necessary to change a washer/drying metered time during the agreement period, the selected firm shall make those changes only after the written approval of the University.

9. All machines must be clearly and boldly labeled indicating individual machine numbers for easy call-in reference. Cycle times must also be clearly displayed on machine.

In your proposal response, please include the following:

1. Provide a detailed list that outlines the number of machines proposed. Also, include a description of the equipment, manufacturer, and products offered. State the available features of the equipment.

2. Provide a statement of the firm's willingness to provide additional machines at the request of the university in existing or new facilities. In addition, provide a statement of the firm's willingness to provide a minimum of 3 washers and 3 dryers at no cost to the University or staff for use in staff apartments.

FACILITIES

1. All proposed renovations, upgrades, and refurbishment of laundry rooms must be outlined in detail (with drawings) in the proposal. Renovations will be done at the contractor's expense, and only with prior approval of the university.
2. Upon award of agreement, the Successful Offeror must be prepared to assess immediately and recommend with 15 days, changes to the existing utilities necessary to accommodate new equipment.
3. The selected firm shall not make any alterations, erect or place signs, or modify the existing laundry facilities without prior permission from the University.
4. Tables in sufficient quantities (space permitting) or other similar work space suitable for sorting and folding of clothing shall be provided and shall be compatible in design, finish, and quality with washers and dryers. The University shall approve design.

Please state the cash value of all laundry room improvements that you are willing to make to and in the residence hall laundry rooms.

SERVICE

A complete service/maintenance procedure and communication system should be outlined in the proposal. Please list all aspects of service you feel are important to a successful university operation and clearly explain each in detail.

1. The Successful Offeror shall furnish on-call maintenance and repair service with a maximum response time of twelve business hours after a telephone notification, excluding weekends, and holidays.
2. The Successful Offeror shall provide maintenance and repair service five days a week, and seven days per week for emergencies.
3. The Successful Offeror shall replace within 24 hours of attempted repair any washer or dryer that cannot be returned to normal service, with an operable washer and dryer equal to that being replaced.
4. The Successful Offeror must provide a toll-free telephone number for service assistance. The number must be answered from 8:00 am to 5:00 pm, Monday through Friday of each week, excluding holidays. The Successful Offeror must also provide an emergency service assistance telephone number that is staffed twenty-four (24) hours a day, seven (7) days a week.
5. The Successful Offeror must conduct weekly service visits to all laundry facilities to ensure equipment is functioning properly.
6. The Successful Offeror shall, at all times, maintain an adequate staff of operational personnel for timely and competent maintenance of the equipment provided as well as administrative support and preventive maintenance.
7. All personnel of the selected firm shall observe all campus traffic and parking regulations.
8. The Successful Offeror shall conduct a thorough employment reference check of potential employees and a criminal conviction record check of employees assigned to the University account. A driving record must be reviewed for all personnel who will be driving vehicles on campus. Please detail the process for providing this information to the University.

All company personnel of the Successful Offeror must be in appropriate company uniform which includes company name visibly displayed at all times while on the campus of the University and in all University buildings. The personnel must be cordial, well groomed and cognizant of the fact that they may be entering student living buildings. If for any reason, the University believes that these guidelines are not being followed, it will request intervention from appropriate supervisory personnel. If inappropriate behavior occurs, the University shall be entitled to a change in personnel serving the campus.

The Successful Offeror agrees that it will comply with the University Policy Regarding Registered Sex Offenders shall not knowingly permit any employee who is a registered sex offender to service the University residence halls, or any areas of the campus or University's buildings.

CREDIT CARD CAPABILITY

The Successful Offeror shall submit a proposal option for furnishing credit/debit card compatible (MasterCard/Visa) vending equipment. All associated cost for installation, merchant fees, updating and maintenance must be at the Successful Offeror's expense. The University will provide the necessary wiring up to the vending machines to support an internet protocol based system. The Successful Offeror shall provide credit card compatible vending equipment within sixty (60) consecutive calendar days after the date the University has completed necessary wiring for each location. Machines that accept the Credit Card must also accept coins and dollar bills for purchases. In addition, it would be preferred that the card capabilities include the University Colonel Card option (CBORD system).

FINANCIAL TERMS/ACCOUNT MANAGEMENT/AUDIT PROCEDURES

Offerors are to quote a percentage commission on total gross receipts. Include any additional financial compensation package offered.

Payment of commission will be made to the University on or before the 10th of the following month.

PROMOTIONAL ACTIVITIES AND EDUCATIONAL OPPORTUNITIES

Discuss and provide examples of recent promotional activities conducted by your company within the last two years.

Successful Offeror is also responsible for conducting a "Kick-Off" or "Grand Opening" party during the month of January on a day designated by the University. This party will be conducted to make students aware of the available services. Door prizes, promotional information, and other free gifts must be offered.

4.0 PROPOSAL REQUIREMENTS

4.1 Key Event Dates

RFP issued by University	October 15, 2009
Notification by Offeror of intent to respond to RFP	October 20, 2009
Deadline for written questions from Offeror	October 22, 2009
Proposal due from Offeror	November 16, 2009, 2pm, ET
Contract award by University	November 24, 2009
Equipment in place	January 4, 2010

Note: All dates are estimated. Any change in dates will be announced to all parties.

4.2 Offeror Communication

To ensure that RFP documentation and any subsequent information (modifications, clarifications, addenda, etc.) is directed to the appropriate primary contact person with the Offeror, each Offeror who intends to participate in this RFP is required to provide immediately the following information to the Purchasing Official:

Name of primary contact
Mailing address of primary contact
Telephone number of primary contact
Fax number of primary contact
Email address of primary contact
Secondary contact person(s) including all information above

This information shall be transmitted electronically to:

Lora Snider, Director

Division of Purchases & Stores
Eastern Kentucky University
Jones Building, Room 213
521 Lancaster Avenue
Richmond, KY 40475
Phone: (859) 622-2246
Fax: (859) 622-2047
Email: Lora.Snider@eku.edu

Note: *All communication with the University regarding this RFP shall be directed only to the University Purchasing Official listed above.*

4.3 Questions

All questions should be submitted in writing to Lora Snider, Purchasing Officer, no later than October 22 2009. Please submit questions electronically to: Lora.Snider@eku.edu.

4.4 Pre-Proposal Conference

There is not a pre-proposal conference scheduled at this time. The University reserves the right to call such a meeting if needed

4.5 Offeror Presentations

Offerors may be requested to appear before the University evaluation committee to discuss and explain their proposal and to respond to questions from the Committee. The Committee reserves the right to request additional information.

Offerors are prohibited from electronically recording these meetings.

4.6 Preparation of Proposal

Offerors are expected to follow all specifications, terms, conditions, and instructions in this RFP.

Offerors will furnish all information required by this Solicitation. Offerors will sign and return the Authentication of Proposal and Statement of Non Collusion and Non Conflict of Interest form (page 2 of this RFP) and print or type the primary contact name, firm, address, telephone number and date. The person signing the Offer must initial erasures or other changes. An offer signed by an agent is to be accompanied by evidence of his or her authority unless such evidence has been previously furnished to the Purchasing Official. The signer shall further certify that the proposal is made without collusion with any other person, persons, company, or parties submitting a proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

Proposals should be prepared simply and economically, providing a description of the Offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content. Each copy of the Proposal should be bound in a single volume, where practical. All documentation submitted with the proposal should be bound in a single volume except as otherwise specified.

Any Proposal containing terms and conditions not in conformity with the statutes of the Commonwealth of Kentucky may be rejected.

Note: *Eastern Kentucky University, as an agency of the Commonwealth of Kentucky, is prohibited from entering into contracts that require the University to indemnify the other party.*

4.7 Proposed Deviations from the Request for Proposal

The stated requirements appearing elsewhere in this RFP shall become a part of the terms and conditions of any resulting contract. Any and all deviations must be specifically defined in accordance with the Transmittal Letter, Section 5.3. If accepted by the University, deviations shall become part of the contract, but such deviations must not be in conflict with the basic nature of this RFP.

Offerors may submit more than one alternative proposal, each of which must comply with proposal response guidelines and satisfy the requirements of this RFP. The Offeror's primary proposal must be complete and comply with all instructions. Alternative proposal(s) may be in abbreviated form following the proposal response guidelines, providing complete information for sections that differ in any way from sections contained in the Offeror's primary proposal. If alternative proposal(s) are submitted, the Offeror must explain reasons for the alternative(s) and comparative benefits. Each proposal submitted will be evaluated on its own merit.

4.8 Proposal Submission and Deadline

Offeror must provide one (1) original and three (4) printed copies of each proposal. The Proposal and copies must be delivered under sealed cover prior to 2:00 PM, November 16, 2009.

Deliver to:

Lora Snider, Director
Division of Purchases & Stores
Eastern Kentucky University
Jones Building, Room 213
521 Lancaster Avenue
Richmond, KY 40475

Proposals shall be enclosed in sealed envelope(s) and must clearly show the closing date and time specified, the Solicitation number, and the name and address of the Offeror on the face of the envelope(s). Please indicate which envelope contains the original Proposal.

Note: Proposals received after the closing date and time will not be considered.

Note: In accordance with Kentucky Revised Statute 45A.085 and 200 KAR 5, there will be no public opening of Proposals. All Proposals will be kept confidential until such time that a contract is awarded. After a contract is awarded, all Proposals will become public record, as described herein.

4.9 Addenda

Any Addenda or instructions issued by the Purchasing Official prior to the proposal deadline shall become a part of this RFP. Such Addenda shall be acknowledged in the Proposal. No instructions or changes shall be binding unless documented by a proper and duly issued addendum.

4.10 Offeror Response and Proprietary Information

The RFP specifies the format, required information, and general content of Proposals submitted in response to this request. The University will not disclose any portion of any Proposal prior to contract award to anyone outside the Division of Purchases & Stores, the University's administrative staff, representatives of the State or Federal Government, if required, and the members of the University evaluation committee. After a contract is awarded in whole or in part, the University shall have the right to duplicate, use, or disclose all Proposal data submitted by Offerors in response to this RFP as a matter of public record.

Any submitted Proposal shall remain a valid proposal through June 30, 2010.

4.11 Restrictions on Communications with University Staff

From the issue date of this RFP until a contract award is made, Offerors are strictly forbidden to communicate about the subject of the RFP with any University administrator, faculty, staff, or member of the University's Board of Regents. Offerors may communicate only with the Purchasing Official named herein, or other persons authorized in writing by the Purchasing Official.

The University reserves the right to reject the Proposal from any Offeror violating this provision.

4.12 Cost of Preparing Proposal

Costs for developing the Proposals and any subsequent activities prior to contract award are solely the responsibility of the Offeror. Eastern Kentucky University will provide no reimbursement for such costs.

4.13 Disposition of Proposals

All Proposals become the property of Eastern Kentucky University. The successful Proposal will be incorporated by reference into the resulting contract.

4.14 Section Titles in the Request for Proposal

Titles of paragraphs used herein are for the purpose of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

4.15 Proposal Addenda and Rules for Withdrawal

Prior to the date specified for receipt of Proposals, a submitted Proposal may be withdrawn by the Offeror. The Offeror must submit a duly signed, written request for withdrawal to the Purchasing Official. Unless requested by the University, the University will not accept revisions or alterations to Proposals after the proposal due date.

4.16 Acceptance or Rejection of Proposals

The University will review all properly submitted Proposals. The University reserves the right, if in its best interests, to reject all Proposals, to reject any proposal that does not meet mandatory requirements, to request amendment to Proposal(s), or to cancel entirely the RFP.

Grounds for rejection of proposals include, but are not limited to 1) failure of a Proposal to conform to the essential requirements of the RFP; 2) A Proposal imposing conditions that would significantly modify the terms and conditions of the Solicitation or limit the Offeror's liability to the University under the Resulting Contract on the basis of such Solicitation; 3) failure of the Offeror to appropriately sign the RFP as a part of the Proposal, including the Authentication of Proposal, Statement of Non-collusion and Non-conflict of Interest statements; and 4) A Proposal received after the closing date and time specified in the RFP.

The University also reserves the right to waive minor technicalities or irregularities in Proposals providing such action is in the best interest of the University. Such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Resulting Contract requirements if the Offeror is awarded the Contract.

5.0 PROPOSAL FORMAT AND CONTENT

5.1 Proposal Information and Criteria

The following list specifies the items to be addressed in the Proposal. Please read the list carefully and address it completely and in the order presented to facilitate the University's review of the proposal. Proposals should be organized into the sections identified. The content of each section is further described below.

Signed Authentication of Proposal and Statement of Non-Collusion and Non-Conflict of Interest Form
(See page 2).

Transmittal Letter

Executive Summary and Proposal Overview

Offeror Qualifications

Program Plan – Services Defined

References and Past Experience

Financial Proposal

Optional Services

5.2 Signed Authentication of Proposal and Statements of Non-Collusion and Non- Conflict of Interest Form

The Offeror will sign, print or type name, firm, address, telephone number, date, and return page 2 of this RFP. The signer on page 2 will be required to initial subsequent erasures or other changes. A Proposal signed by an agent must be accompanied by evidence of authority unless such evidence has been previously furnished to the Purchasing Official. The

signatory shall further certify that the Proposal is made without collusion with any other person, persons, company or parties submitting a Proposal, that it is in all respects fair and in good faith without collusion or fraud, and that the signer is authorized to bind the Offeror.

5.3 Transmittal Letter

The Transmittal Letter accompanying the RFP shall be in the form of a standard business letter and shall be signed by an individual authorized to legally bind the Offeror. The transmittal letter shall include:

- 1) A statement referencing all Addenda to this RFP issued by the University and received by the Offeror. If no Addenda have been received, a statement to that effect should be included.
- 2) A statement that the Offeror's Proposal shall remain valid through June 30, 2010.
- 3) A statement that the Offeror will accept financial responsibility for all travel expenses incurred for oral presentations (if required) and candidate interviews.
- 4) A statement that summarizes any deviations or exceptions to the RFP requirements, including a detailed justification for the deviation or exception.

5.4 Executive Summary and Proposal Overview

The Executive Summary and Proposal Overview shall condense and highlight the contents of the technical proposal in such a way as to provide the evaluation committee with a broad understanding of the entire Proposal.

5.5 Offeror Qualifications

The criteria listed below are considered mandatory to establish the responsibility and capability of firms to meet the University's requirements.

Please provide sufficient information regarding each of the items below so the University can thoroughly evaluate your firm's qualifications and proposal for our search process. You may include support literature and attachments to the summaries requested below.

- A. The Successful Offeror assumes responsibility for any and all costs required for transition. Proposals should include the Offeror's approach to installations, and the speed with which machines can be delivered and installed.
- B. All salaries, overhead, and benefit charges related to a Successful Offeror's employees are the responsibility of the contractor. These include but are not limited to vacation, holiday, sick, maternity, or any other paid leave of absence; all medical, dental, pension, bonus, profit sharing, education or other benefit plans; and all withholding requirement including federal, state or local taxes, social security or any other type of payroll based withholding.
- C. The Successful Offeror shall provide and designate a primary service technician for the ECU campus that is experienced and prepared to deliver service as needed to the contractor's equipment on a daily basis. Proposals should provide details on the number of machines and other accounts that the technician is responsible for servicing.
- D. The Successful Offeror shall be fully responsible for the total laundry service (except for provision of space, utilities, and routine housekeeping) including service, repair and maintenance (regardless of cause), parts, student refunds, vandalism and insurance. Proposals should include a detailed discussion of service procedures.
- E. The Successful Offeror shall provide and maintain machines such that continuous laundry service is always available. Machines must receive university approval and will be judged on reputation, durability, performance, simplicity, energy efficiency, and safety of operation. The university reserves the right to require that machines be removed, replaced, or that additional machines be installed at existing or new locations as experience and conditions indicate.
- F. Proposals should include a detailed plan for laundry room renovations, and promotional activities. Evidence of contractor's experience in both areas is recommended.
- G. The Successful Offeror will be responsible for losses caused by utility outages.

Please complete, sign, and include Attachment A, Vendor Taxpayer Identification form with Proposal.

5.6 Program Plan – Services Defined

Provide a brief narrative of how Offeror proposes to accomplish services described in this RFP. The Proposal shall, at a minimum, meet all mandatory services described in Section 3.0.

All services to be performed and materials to be produced under the contract will be accomplished in consultation with and under the direction of the University. All procedures developed and products provided under the contract will be subject to final approval by the University. All records and data pertaining to the contract will remain the property of the University.

Please provide examples and exhibits of reports that will be made available to the University.

5.7 References and Past Experience

Provide a complete list of your university references, highlighting those in Kentucky, and how long your company has served each reference. Failure to provide accurate and complete information will be just cause for rejection for your proposal.

1. Provide a listing of all the Offeror's higher education laundry vending accounts. For each location, provide the name of the institution, a contact name and telephone number. Highlight those campuses within a 150-mile radius.
2. Provide a listing of all the Offerors higher education laundry vending accounts lost in the last three years. For each location, provide the name of the institution, a contact name and telephone number and reason for the loss.

By submitting a Proposal, the Offeror grants permission to the University to contact references.

5.8 Financial Proposal

Offerors are to quote a percentage commission on total gross receipts. Include any additional financial compensation package offered. In addition, provide suggested vend pricing if different from current rate charged to students (\$1.00 per wash and \$0.75 per dry).

Payment of commission will be made to the University on or before the 10th of the following month.

5.9 Optional Services

Fully describe and explain any optional services that Offeror will provide that are not part of the mandatory services.

6.0 EVALUATION CRITERIA PROCESS

The University's evaluation of each proposal will be based upon the information provided in the Proposal, additional information requested by the University, information obtained from references and independent sources, and formal presentations, if requested. The University evaluation committee will evaluate proposals in accord with the requirements and criteria set forth in this Solicitation, including any Addenda issued. The University may award the Contract to the Successful Offeror submitting the Proposal determined to be the most advantageous to the University.

Primary Criteria include:

Offeror Qualifications
Program Plan – Services Defined
References and Past Experience
Financial Proposal

Secondary Criteria include:

Optional Services

Note: Proposals must contain responses to each of the criteria listed in Section 5.0 even if Offeror's response cannot satisfy those criteria. A Proposal may be rejected if in the sole judgment of the University it is deemed to be conditional or incomplete.

7.0 SPECIAL CONDITIONS AND CONTRACT TERMS

7.1 Effective Date

The effective date of the Contract is anticipated to be January 4, 2010.

7.2 Contract Term

The Contract resulting from this RFP and the Successful Offeror's Proposal shall have an initial term of January 4, 2010 through June 30, 2013. The Contract shall be renewable on an annual basis for up to three (3) consecutive one (1)-year renewal periods. Annual renewal will be contingent upon the University's satisfaction with the services performed and the overall performance of the Contractor.

The University reserves the right to renegotiate any term and/or condition as may be necessary to meet requirements for any renewal period. The Successful Offeror will be advised of any proposed revisions prior to the renewal period.

7.3 Competitive Negotiation

It is the intention of the Request for Proposal (RFP) to enter into competitive negotiation as authorized by KRS 45A.085 and 200 KAR 5:307.

Offeror(s) selected to participate in negotiations may be given an opportunity to submit a best and final offer to the University. All information received prior to the deadline for the best and final offer will be considered part of the Offeror's best and final offer.

7.4 No Contingent Fees

No person or selling agency shall be employed or retained or given anything of monetary value to solicit or secure the resulting contract, except bona fide employees of the Offeror or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this provision, the University shall have the right to reject the proposal, annul a resulting contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage, contingent fee or other benefit.

7.5 Contract Changes

No modification or change of any provision in the Contract shall be made, unless such modification is mutually agreed to in writing by the Contractor and the duly authorized University Representative and incorporated as a written amendment to the Contract. Memoranda of understanding and correspondence shall not be interpreted as amendments to the Contract.

7.6 Entire Agreement

The RFP shall be incorporated into any Contract. The Contract, including the RFP and those portions of the Offeror's response accepted by the University, shall become the entire agreement between the parties.

7.7 Governing Law

Contractor shall conform to and observe all laws, ordinances, rules and regulations of the United States of America, the Commonwealth of Kentucky, and all other local governments, public authorities, boards or offices relating to the services provided. This Agreement shall be governed by Kentucky law and any claim relating to this Contract brought by Contractor shall only be brought in the Franklin Circuit Court.

7.8 Termination of Contract

7.8.1 Termination Provisions

The Contract shall be subject to the following termination provisions without prejudice to any other right or remedy. The Contract may be terminated by the University for 1) default by the successful Offeror, 2) for Offeror's insolvency or unavailability of funds, or 3) for convenience.

In case of termination of the Contract, it shall be incumbent on the Contractor to continue operations until relieved by a successor Contractor.

7.8.2 Termination for Default

A default in performance by Contractor for which a Contract may be terminated may include, but shall not be limited to, failure to perform the Contract according to its terms, conditions, and specifications, and failure to diligently perform the work under the Contract.

The University shall not be liable for any further payment to Contractor under a Contract terminated for default after the date of notice to Contractor of such default as determined by the Purchasing Official, except for work performed at the request of the University until a successor Contractor is named.

7.8.3 Termination for Contractor Insolvency or Unavailability of Funds

In the event of insolvency, unavailability of funds, or the filing of a petition of bankruptcy by or against the Contractor, the University shall have the right to terminate the Contract upon the same terms and conditions as a termination for default.

7.8.4 Termination for Convenience

If it is determined to be in the University's best interest to do so, the Contract may be terminated, upon ninety (90) days notice, at the convenience of the University.

7.8.5 Procedure for Termination

Upon delivery by certified mail to Contractor of a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective, the Contractor shall stop work under the Contract on the date and to the extent specified in the Notice of Termination, except where Contractor is notified to continue work until Contractor can be relieved by a successor Contractor.

7.9 Employment Practices

7.9.1 Non Discrimination

Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, veteran's status, or disability. Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age, veteran's status, or disability. Such action shall include, but is not limited to, recruitment, hiring, placement, promotion, transfer, training and apprenticeship, compensation, layoff, termination, and physical facilities. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

7.9.2 Executive Order 11246

Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, and age, veteran's status or disability. Contractor shall comply with the nondiscrimination clause contained in Federal Executive Order 11246, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, national origin, and the implementation of rules and regulations prescribed by the Secretary of Labor and with Title 41 Code of Federal Regulations, Chapter 60. Contractor shall comply with all related Commonwealth of Kentucky laws and regulations.

7.9.3 Title 20

Contractor shall comply with the regulations issued by the Secretary of Labor of the United States in Title 20, Code of Federal Regulations, Part 741, pursuant to the provisions of Executive Order 1178 and the Federal Rehabilitation Act of 1973.

7.9.4 Other Acts

Contractor shall comply with the Civil Rights Act of 1964, any amendments thereto, and the rules and regulations there under; Section 504 of Title V of the Vocational Rehabilitation Act of 1973 as amended; and the Kentucky Civil Rights Act.

Contractor shall comply with the Americans with Disabilities Act of 1990.

7.9.5 Future Acts, Laws, and Regulations

Contractor shall comply with any future federal acts, laws, and regulations, and Kentucky state acts, laws, and regulations as they relate to employment programs when such acts, laws, and regulations become effective.

7.10 Conflict of Interest

No official or employee of Eastern Kentucky University and no other public official of the Commonwealth of Kentucky or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Contract shall, prior to completion of the Contract, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed Contract.

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of the Contract no person having any such known interests shall be employed.

7.11 Severability

If any provision or provisions of the RFP, responses to the RFP, any Contract or personal service contract, or similar document executed as a result of this RFP shall be deemed invalid or unenforceable in whole or in part, these documents shall be deemed amended to thereof in order to render it valid and enforceable.

7.12 Contract Administrator

All notices, requests and other communications that a party to any Contract, personal services contract, or similar document executed as a result of this RFP is required or elects to deliver shall be in writing and shall be delivered personally, by facsimile (provided such delivery is confirmed), by email clearly identifying the source of notice, or by recognized overnight courier service to the other party at the address set forth below, or to such other address as such party may hereafter designate by notice given pursuant to this section.

Upon award of Contract, the sole point of contact for administration of the Contract will be:

Lora Snider, Director
Division of Purchases & Stores
Eastern Kentucky University
213 Jones Building, CPO 8A
521 Lancaster Avenue
Richmond, KY 40475
(859) 622-2246
(859) 622-2047 (fax)
Lora.Snider@eku.edu

Copy to:
University Counsel
Eastern Kentucky University
205 Coates Building, CPO 40A
521 Lancaster Avenue
Richmond, KY 40475
(859) 622-6693
(859) 622-8030

7.13 Prime Contractor Responsibility

Any Contract resulting from the RFP shall specify that the Contractor is solely responsible for fulfillment of the Contract with the University.

7.14 Assignment and Subcontracting

The Contract is not assignable by the Contractor, either in whole or in part. No portion of work shall be subcontracted without prior written consent of Eastern Kentucky University.

7.15 Permits, Licenses, Taxes, and Registration

Contractor shall secure all necessary permits, licenses, and registrations and abide by all applicable laws, regulations, and ordinances of the United States, the Commonwealth of Kentucky, and any political subdivision(s) in which work under this Contract is performed.

Contractor shall pay any sales, use, local, and personal property taxes arising from this Contract. Any taxes on the services delivered pursuant hereto shall be borne by the Contractor.

7.16 Attorneys’ Fees

In the event that either party deems it necessary to take legal action to enforce any provision of a Contract, the University and Contractor agree to pay their own respective expenses of such action, including attorney’s fees and costs at all stages of litigation as set by the court or hearing officer.

7.17 Patents, Copyrights, and Trademark

The Contractor shall protect the University from any and all damages or liability arising from alleged infringements of patents, copyrights or trademarks.

7.18 Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless Eastern Kentucky University, its officers, agents, and employees from any claims for losses for service rendered by Contractor, person, or firm performing or supplying services in connection with performance of the Contract; any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts of Contractor, its officers or employees in the performance of the Contract, any claims or losses resulting to any person or firm injured or damaged by Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the Contract in a manner not authorized by the Contract, or by federal or Commonwealth of Kentucky regulations, laws, and statutes, and any failure of Contractor, its officers or employees to observe Commonwealth of Kentucky regulations, laws, and statutes, including but not limited to labor laws, minimum wage laws, and other applicable regulations, laws, and statutes.

7.19 Insurance

Contractor shall procure and maintain, at its expense, the following minimum insurance coverage insuring all services, work activities, and contractual obligations undertaken in this Contract. These insurance policies must be with insurers acceptable to Eastern Kentucky University.

Workers’ Compensation	\$1,000,000
General Liability	\$1,000,000
Excess Liability	\$5,000,000
Business Automobile Liability	\$1,000,000 (each occurrence, any auto owned, non-owned, hired, or borrowed)
Fire Legal Liability	\$ 250,000 minimum

Contractor agrees to furnish Certificates of Insurance for each insurance policy to the Purchasing Official. Eastern Kentucky University, its regents, and employees must be added as Additional Insured on the General Liability and Contractor Errors and Omissions Liability policies with regard to the scope of this Contract. Any deductibles or self-insured retentions in the insurance policies must be paid by and are the sole responsibility of the Contractor. Coverage is to be primary and non-contributory with other coverage, if any, purchased by the University. All required insurance policies must include a Waiver of Subrogation in favor of Eastern Kentucky University, its regents, and employees.

7.20 Performance Bond

A performance bond is not required for this project.

7.21 Events Beyond Control

Anything herein to the contrary notwithstanding, the University shall not be liable or responsible for any failure to furnish the services set forth in this RFP and the Contract, occasioned by strike or other work stoppage, federal, state or local government action, breakdown or failure of apparatus, equipment or machinery employed in supplying services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control.

7.22 Method of Award

It is the intent of the University to award a Contract to the qualified Successful Offeror whose offer, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University, cost and other factors considered. The method of determining the best offer is detailed in Section 6.0.

Notwithstanding the above, this RFP does not commit the University to contract for any requirements detailed in this document. The University reserves the right to reject any or all offers and to waive formalities and minor irregularities in the Proposal(s) received.

Attachment A – Taxpayer Identification Form

TAXPAYER IDENTIFICATION NUMBER REQUEST

In compliance with Federal Regulations and tax reporting requirements, Eastern Kentucky University requires a Federal Tax Identification Number or Social Security Number for all vendors or persons doing business with the University. Please provide all requested information and return this form to ensure prompt payment of invoices. If submitting Form W-9, PLEASE return this completed form also.

For your convenience, you may return the information one of the following ways:

FAX: Vendor File @ 859-622-2047

**Mail: Purchasing Division
Eastern Kentucky University
521 Lancaster Avenue
213 Jones Bldg, CPO 8A
Richmond, Kentucky 40475
Phone # (859)622-2246**

Please type or print legibly

VENDOR INFORMATION

Name of Firm * (Company or Individual)	Phone Number *	Make Checks Payable To *
Address *	Fax Number *	Payment Address *
Address	Web Site Address or E-mail	Payment Address
Address	Vendor Representative	Name on Invoice *
City * State * Zip*	Federal Tax ID Number **	Social Security Number **
Willing to accept ACH payments * Yes <input type="checkbox"/> No <input type="checkbox"/> Bank Routing # _____ Bank Account # _____	Willing to accept credit card payments* Yes <input type="checkbox"/> No <input type="checkbox"/>	Payment Terms *

*** Required Field**

**** Federal Tax ID Number- This field *must* be completed if “Name of Firm” is a company name.**

Social Security Number- This field *must* be completed if “Name of Firm” is an individual’s name.

CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) **and**
2. I am not subject to backup withholding because:(a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U. S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholdings because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct Taxpayer Identification Number.

Type of Ownership (Check Appropriate Box(es)) *		Business Classification (Check Appropriate Box(es)) *	
<input type="checkbox"/> (01) Individual/Sole Proprietorship	<input type="checkbox"/> (05) Non-Resident Alien	<input type="checkbox"/> (SM) Small Business	<input type="checkbox"/> (SD) Small Disadvantaged Business
<input type="checkbox"/> (02) Partnership	<input type="checkbox"/> (06) Exempt from backup withholding	<input type="checkbox"/> (LG) Large Business	<input type="checkbox"/> (GA) Government Agency
<input type="checkbox"/> (03) Corporation-Incorporated in (State) _____	<input type="checkbox"/> Other: _____	<input type="checkbox"/> (CT) In County	<input type="checkbox"/> (NP) Non-Profit
<input type="checkbox"/> (04) Non-profit/Education		<input type="checkbox"/> (MN) Minority Owned	<input type="checkbox"/> (AL) Alumni Owned
		<input type="checkbox"/> (WO) Women Owned	<input type="checkbox"/> (HZ) Hub Zone Small Business
			<input type="checkbox"/> Other (Specify) _____

*Business Classification Reference Links: www.ccr.gov/sizestandard.asp, <https://eweb1.sba.gov/hubzone/internet/general/whoware.cfm>, and <http://app1.sba.gov/faqs/faqindex.cfm?areaid=11>

Printed Name of Authorizing Official: _____

Authorized Signature: _____ Date: _____

Attachment B

	Total	Brockton	Burnam	Case	Clay	Combs	Commonwealth	Dupree	Keene	Martin	McGregor	Palmer	Sullivan	Telford	Todd	Walters
# Washers	125	8	6	6	13	8	10	13	9	9	12	7	4	11	9	
# Dryers	125	8	6	6	13	8	10	13	9	9	12	7	4	11	9	
Washer Make		Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag
Dryer Make		Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag	Maytag
\$ to Wash		\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.50	\$0.75	\$1.00	\$1.00
\$ to Dry		\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$1.00	\$0.75	\$0.75