



City of Victorville

REQUEST FOR PROPOSAL

FOR

***FURNISH, DELIVER & MAINTAIN UNIFORMS,
TOWELS, AND FLOOR MATS SERVICES***

PROJECT # CC16-068

PROPOSAL DUE DATE:

MARCH 29, 2016

AT

2:00 P.M.

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CITY OF VICTORVILLE

SECTION 1 - REQUEST FOR PROPOSALS

- A. **INTRODUCTION:** The City of Victorville ("City") is accepting sealed proposals for **FURNISH, DELIVER AND MAINTAIN UNIFORMS, TOWELS AND FLOOR MATS**. The City of Victorville is looking for a company that will furnish the City with uniforms, mats & towels, picking up all soiled articles and replacing them with freshly cleaned ones on a weekly basis, and/or depending on department's needs.
- B. **OBTAINING REQUEST FOR PROPOSAL FORM** - The Request for Proposal Form, may be obtained from the Purchasing Division of the Administrative Services Dept., City of Victorville, 14343 Civic Drive, Victorville, California, 92392, or by calling **Celeste Calderon (760) 955-5082**. The City of Victorville Web Page, <http://ci.victorville.ca.us> under the heading Purchasing Bids, will also contain a copy of this document as well as a summary of any/all applicable addenda.
- C. **PRE-PROPOSAL MEETING:** A mandatory pre-proposal meeting will be held for all prospective Proposers, on **THURSDAY, MARCH 17, 2016 at 10:00 a.m. at the Conference Room "C", City Hall 14343 Civic Drive, Victorville, CA**". Proposals received from proposers who are not represented by an authorized agent at the Pre-proposal Conference may be disqualified from the proposal process.
- D. **PROPOSAL DUE DATE:** All proposals shall be submitted no later than **TUESDAY, MARCH 29, 2016 AT 2:00 P.M.** Proposals will not be accepted via fax or email.

Dated: March 3, 2016

Marcie Wolters, Assistant City Clerk

CITY VICTORVILLE

CC16-068 FURNISH, DELIVER, AND MAINTAINS UNIFORMS, TOWELS AND FLOOR MATS

SECTION 2 – SCOPE OF PROJECT

A. GENERAL INFORMATION

The contractor will furnish the City with uniforms, mats & towels, picking up all soiled articles and replacing them with freshly cleaned ones on a weekly basis, and/or depending on department's needs. The contractor will launder, press, keep in repair and/or replace all items for the life of the contract. All repairs of uniforms must be neatly done and with monofilament thread and/or material of the matching color. The City will be the sole judge as to whether or not items are being satisfactorily maintained.

B. SPECIFICATIONS

These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. Bids on items differing in minor detail from these specifications will be considered. Differences shall be correctly stated and described in detail by the bidder.

Contractor shall:

- ❖ Indicate in their proposal the names and content of fabric and garment manufacturers.
- ❖ Submit, at the time of bid submittal, one sample of each material they are proposing to furnish.
- ❖ Also submit, at time of bid submittal, swatches of colors able to furnish, such colors to include light blue, light green, light gray, charcoal gray, tan, pink, blue pin stripe, gray pin stripe, navy blue and orange for shirts; navy blue, dark brown, black, and dark green for trousers.

Each sample materials and swatch shall be clearly identified with the contractor's name. Sample materials and swatches shall be returned to contractor after execution of contract; awarded contractor's sample materials and swatches shall be retained by the city for the duration of the contract as control garments. There shall be no change type, style, make or model of the uniform garments furnished without prior written approval of the Purchasing Department.

The Contractor shall keep garments in presentable condition acceptable to the City at all times. Worn or unsatisfactory garments shall be replaced on "as needed" basis, as determined by the City, with new or like new ones at no charge regardless of the length of time in use.

UNIFORMS:

The contractor will be required to furnish all NEW uniforms or garments at the beginning of the contract period and for new employees added throughout the contract. New employees will be furnished with a complete set of uniforms within two (2) weeks of notification to the contractor by the City. At the initial start up, each employee shall be measured, to ensure garments are properly fitted as soon as the contract has been awarded.

Industrial Shirts: Long sleeve or half sleeve, 65% polyester/35% combed cotton (5.5 oz. Average). Permanent press with soil release (VISA, scotch release, etc.) pilling resistant. Lined collar and cuffs. Stitched down front facing. Six button front with snap at the neck and two (2) breast pockets. Colors: Green, blue, orange, and navy blue.

Industrial Pants: 65% polyester/35% combed cotton (7.5 oz.) full cut, straight leg without cuffs. Heavy duty brass zipper, bartacks at all points of stress "quarter top" front pockets, darts over hip pocket. Permanent press finish soil release (VISA, scotch release, etc.) pilling resistant. Colors: Green, blue, orange, and navy blue.

Industrial Coveralls: 65% polyester/35% comb cotton, 7.75 oz durable press twill bi-swing action back; long sleeve only. Sized to be work over shirt and pants. Set in front "swing" pockets with side opening. Two breast pockets; two hip pockets; rule pocket on right leg. Two-way zipper front with gripper at top and

neck. Colors: Orange and navy blue.

Executive Shirts: 40% polyester/60% cotton blend, (4.25 oz.) one hemmed pocket, 2 piece collar, button-down collar, seven button front closure, dress shirt styling – Colors: White, tan, light blue, gray, blue pin stripe, and gray pin stripe.

Executive Pants: 100% polyester – pleated, non-pleated dress slack tailoring. – Color: Gray, blue, and black.

Solid Polo Shirts: 50% Polyester and 50% Cotton - short sleeve, fashion knit collar, three buttons, hem sleeve, hem bottom and left chest pocket – Color: Silver Gray.

Flame Resistant (Protective Wear) Shirts – 100% cotton treated material

Flame Resistant (Protective Wear) Pants – 100% cotton denim treated material

Coveralls – 100% cotton Flame Resistant material

Note: All clothing provided for in this contract must meet or exceed Federal or State flammability requirements.

TOWELS:

Towels Shop Blue 18”
Towels 18” cleaning towels
12”x12” blue shop towels
Turk Terry Towels 18x33 #2 Grade (used for general cleaning)

Towels shall be delivered clean and sterilized once a week and shall be in perfect condition. There shall be no holes, ragged edges or tears in any items.

FLOOR MATS:

Floor mats shall be delivered in perfect condition once a week and there shall be no holes, ragged edges or tears in any items. Floor mats sizes and colors are:

3’x 4’ floor mats gray
3’x4’ floor mats blue
Mop wet large
Dust mop

OTHER:

FC50Red Fender Cover

C. INVENTORY

Each full-time employee is allowed eleven (11) sets, five (5) sets or (9) nine sets of uniforms for part-time employees and five (5) coveralls (for authorized city employees only). The contractor shall maintain an inventory for each employee of twice the number of garment changes per week, plus one garment. **Note:** Not all departments require five changes per week. Contractor shall be responsible for measuring employees and ensuring uniforms display a proper fit, prior to issuance. Uniforms that do not display a proper fit shall be returned to the contractor at no charge to the city.

The contractor is to take a physical inventory twice a year. The City is to pay for any items lost or destroyed as determined by that inventory.

TOTAL EMPLOYEES ON THE UNIFORM PROGRAM PER DEPT./SECTION = 168:

Water Production = 4
Water Field = 18
Parks = 21
Water Meter 11
Facilities = 17
Airport = 14
Sanitation = 13
Traffic = 7
Signals = 3
Weeds = 4
LMADS = 5
Street = 3
Fleet = 11
Asphalt = 11
Concrete = 7
Water Engineering = 2
Development = 11
Water Con = 6

D. QUANTITIES

Quantities provided on Section 4 – Bid Proposal Form are based on current staffing; the City does not guarantee any quantities of rentals, they are provided as a parameter for bidders to formulate their bids.

The quantities of the uniforms, mats and towels may fluctuate during the term of this contract and shall not affect the quoted per unit prices by the Contractor. The City shall be notified and shall approve any request to contracted inventory amount throughout the duration of the agreement. Employees may be added or deleted from the uniform service program at any time during the contract term and the number of changes of each garment per week may be increased or decreased for any time during the contract term. Changes in quantities shall not affect the unit prices quoted by the Contractor. The City shall have the right to cancel any item on said bid if in its opinion that item becomes unnecessary in the operation of any using department.

The City will provide a detailed list of the quantity and type of uniforms for each employee by department and delivery location. The City will also assist in scheduling employees for measurements. The target date for the changeover of contracts is within fourteen (14) days of contract award.

E. SERVICE/DELIVERY

Laundry shall be picked up and delivered at each designated locations within the City of Victorville on a weekly basis. Uniforms will be delivered to various locations within the City on hangers once a week or depending on the department's needs. Delivery and pick up will normally be made Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m., although some locations may not be accessible until 8:00 a.m. and some may not be accessible on Fridays. A shipping/delivery ticket (with duplicate copy) for each specified activity shall be presented with each delivery listing garments delivered. The contractor will submit an itemized delivery ticket with each delivery made, specifying the types and numbers of fresh, clean items (including shirts, trousers, towels, etc. delivered to the location for each employee) as well as soiled items picked up from the same location.

The shipping/delivery ticket shall also contain with the following information:

Name of the City Department receiving the delivery
Employee Name
Date of delivery
Quantity
Unit Price
Extension of each item
And Total

The driver will have the responsible city employee sign the ticket and then leave at least one copy of the signed ticket with the employee. Empty hangers shall be picked up by the route driver from a collection rack supplied by the contractor for each delivery point.

Shop towels and floor mats shall be delivered and picked up on a weekly basis. Soiled items shall be picked up at the same time clean items are delivered.

DELIVERY LOCATIONS:

Department	Location	Description
Public Works	City Garage 14177 McArt Rd.	Uniforms, Towels, Mops and Mats
SCLA	Bldg. 723 So. Cal. Logistics Airport (SCLA)	Uniforms
Community Services/Parks	Parks 14206 Amargosa Rd.	Uniforms
Community Services	Facilities Maintenance Yard 15622 8 th St.	Uniforms
Water Division	WID #1 Whse 13575 Hesperia Rd. VV 92395	Uniforms, floor mats and towels
Water Division	WID#2 Whse 10028 6 th St. VV	Uniforms, Turk towels and floor mats

F. LAUNDRY

All uniforms shall be cleaned (laundered) and returned in a presentable condition. All garments shall be pressed and repaired and in such condition as to provide the utmost neatness and appearance of the employee. Garments will be maintained by the contractor including repair, i.e. buttons, patches, etc. in the best manner possible at no charge to the city. Contractor will provide laundry bags or containers appropriate for soiled items of sufficient size and quantity at each location and at no additional charge.

Each employee's sets of uniforms shall be hung on hangers, shirt over trouser, or shirt and trouser hung separately on hangers. These hangers shall be secured together and labeled by laundry marks sequentially. If uniforms do not present a clean and professional appearance, the employee shall reject delivery and return garment(s) to be laundered. The contractor shall provide a credit adjustment to the City of costs for rejected garment(s). Employee should receive the same quantity of garments that were turned in for cleaning the following week.

G. LOST/STOLEN/DAMAGED

In the event a uniform is lost, stolen or damaged beyond repair due to employee's carelessness, the City will reimburse the contractor for each item not returned. The City shall pay the depreciated value of the garment. The depreciated value of the garment shall be the difference between the stipulated replacement charge and the total depreciation allowance credit as of the date of loss or damage (total depreciation allowance credit = monthly percentage credit x number of months garment has been in service). Uniform garment replacement charges must have the appropriate supervisor's approval before the garment is replaced and a charge made to the City. It shall be the City's discretion if the damaged uniform shall be replaced or not (it should depend on how severe the damage is).

H. REPLACEMENTS

Initial issues and replacement garments shall be delivered within a maximum of two (2) weeks after measurement. Each bidder shall list in their bid the replacement charge for new uniform garment/dust control lost, stolen or damaged beyond repair from other than normal wear and tear, and the monthly percentage depreciation allowance credit.

I. REPAIRS

Costs for mending minor tears, replacement buttons, replacement zippers, or other minor repairs shall be at no charge to the City. Garment that are damaged, torn or stained beyond repair shall be replaced with new garments/items.

J. FITTING/MARKING

The contractor shall be provided with individual department rosters listing all employees to receive uniform rental service and their uniform requirements. The contractor shall be responsible for measuring employees and ensuring uniforms display a proper fit, prior to issuance. The measurement and fitting of employees shall be coordinated with the Contract Administrator. If the contractor delivers improperly fitted uniform garments, he will be required, upon notification by the City, to make satisfactory adjustments at no charge to the City. Each garment shall be adequately marked to assure ready identification of employee's uniform. Measurements must be obtained within two (2) weeks of notification of award.

K. EMBROIDERED EMBLEMS/PATCHES/CITY LOGO

The Contractor shall furnish the contractor with the employee name patches. The City will provide the City's emblem and U.S. Flag. Contractor will be responsible in sewing them in the uniform at no additional cost to the City. Unless damaged or destroyed emblems from damaged uniforms, shall be reused on replacement garments. City will provide the color of the embroidery.

L. ADDITION/DELETIONS

The department head or their designee only, shall authorize the addition or deletion of employees to rental uniform service only. The contractor shall promptly measure and outfit with NEW garments any eligible city employee and be added to rental uniform service.

The city department's representative will advise the contractor of all terminated employees within forty-eight (48) hours. City employees will be required to return rented uniforms to their supervisor upon termination of employment. Contractor will pick up all uniforms for terminating employees within ten (10) working days after notification. The contractor will not invoice the City for services beyond the effective date of termination.

M. DEFICIENCIES

Deficiencies will be corrected within 24 hours after notification. Deficiencies will include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired, un-ironed, or dirty item.

N. UNIFORM CHANGEOVER

Uniforms provided shall be replaced when they fall below minimum acceptable appearance standards, or have been used in the field for eighteen (18) months. Replacement shall be new and of appropriate size. City reserves the right to determine level of appearance standards. Uniform changeovers shall be scheduled upon request by the City and shall be provided at no additional cost to the City.

O. INVOICING

At the time of delivery and pick-up, designated City representative shall sign and receive copy of the inventory sheet (delivery ticket) and copy of the invoice. The inventory sheet, at a minimum, must list the delivery location, quantity of items delivered and picked-up, description (including employee name), unit price, extension, and total for that delivery. It is the Contractor's responsibility to keep track of picked up and distributed items.

Once each month, Contractor shall provide the City's Accounts Payable with an invoice for each delivery location and statement. The invoice shall list each delivery ticket, date delivered, and total for that delivery, with a grand total for that location. A copy of each signed delivery ticket, in delivery date order, shall be attached to the invoice for each delivery location.

Charges for items that have been acknowledged by the City to be lost, stolen, or damaged beyond repair from other than normal wear and tear while in the City's possession, shall be itemized on a separate delivery ticket and include the employee's name, if applicable, and a signature.

Contractor shall be paid for uniforms provided while in the possession of the City, including periods of employee short-term sick leave, holiday and vacation time. In the event an employee permanently leaves the City, the contractor shall be paid only for rental and cleaning up to the date of uniform return. The City may remove and reinstate employees from the inventory at no cost to the City, to accommodate for long term illness, vacation, leave of absence, etc. City shall not be charged for employee uniforms removed from inventory for long-term absences. Contractor shall be paid should employees launder their uniforms directly. Employee laundering of uniforms is discouraged, and uniform cleaning, pressing and delivery are primary responsibilities of the Contractor under this agreement.

P. USAGE REPORT

Upon request, the Contractor shall provide a report of items rented and/or purchased by the City. The report of rented items shall be sorted by delivery location, and state the item description, inventory amount (weekly or bi-weekly where applicable), and actual inventory on hand. The report or purchased items shall be sorted by delivery location, and state the item description, quantity purchased, unit prices, and total dollars.

Q. FIRM PRICE

Prices for the items specified are to remain firm for the term of the contract. The City reserves the right to reject any or all bids with pricing of less than two (2) years.

Prices quotes will include uniforms changed out on an "as needed" basis as well as a mandatory change out every (18) eighteen months.

The City will disapprove any charges not shown in your proposal submittal, such as: repair (alterations), prep charges, pick-up and delivery, stockroom handling etc.

R. CONTRACTOR PERSONNEL

A primary and back-up driver shall be designated to service the City's account. In addition, an inside sales representative or district manager familiar with the City's account shall be available during normal business hours to answer questions, take orders and resolve issues and insure service.

The Contractor shall warrant that all persons employed have satisfactory past records indicating their ability to accept the kind of responsibility anticipated in this type of work. All Contractor employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by the Contractor and must be worn at all times while on City property.

Upon establishment of service, every attempt shall be made to communicate with the Contractor as to discrepancies or complaints as they occur. Quarterly, the contractor will meet with the Contract Administrator to review and discuss any discrepancies in the service and quality.

CITY OF VICTORVILLE

SECTION 3 - TERMS AND CONDITIONS

NOTE: IT IS THE OFFERER'S RESPONSIBILITY TO EXAMINE THE "REQUEST FOR PROPOSAL" SOLICITATION IN ITS ENTIRETY PRIOR TO SUBMITTING A PROPOSAL.

A. **WAITING PERIOD:** Proposals shall be firm offers, subject to acceptance or rejection for a period of up to sixty (60) days from the date of the proposal opening until proceedings are completed and an award is made. Contractor shall assume full responsibility for the effect of the waiting period on all proposal fees and terms.

B. **INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work here under by the Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage.
2. Insurance Services covering Automobile Liability
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Course of Construction /Inland Marine Insurance for Work on Site. The Contractor shall purchase and maintain insurance to the full contract and insurable value thereof, commonly referred to a Course of Construction, Builders' Risk, or an Inland Marine policy that offers "Installation" coverage.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limits shall be twice the required occurrence limit. (\$2,000,000)
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by The City. At the option of The City, either the insurer shall reduce or eliminate such deductibles or self-insured retention that pertains to The City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, agents and volunteers are to be covered as insured as

respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

The coverage shall contain no special limitations on the scope of protection afforded to The City, its officers, officials, employees, agents or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects The City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by The City, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to The City, its officers, officials, employees, agents or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suite is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice, by certified mail return receipt requested, has been given to The City.

Acceptability of Insurers

Insurance is to be placed with insurers that have a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Contractor shall furnish The City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by The City. All endorsements are to be received and approved by The City before work commences. As an alternative to The City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

The Contractor shall include all subcontractors as insured under the policies, or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

- C. **PROPOSAL PREPARATION COSTS**: The City is not, nor shall be deemed liable for any costs incurred by Contractor in the preparation, submittal, or presentation of their proposals.
- D. **PROPOSAL INCLUSIONS**: The "Request for Proposal" documents shall be returned in their entirety, with **ALL** applicable portions fully completed by the Contractor. All Contractors are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlined elsewhere in this document.
- E. **WITHDRAWAL OF PROPOSAL BEFORE CLOSING**: Any Contractor may request the withdrawal of their submitted proposal, by written request, at any time **prior** to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, the City will consider the Contractor's proposal null and void, and return the proposal to the Contractor unopened. Withdrawal of Contractor's proposal will not prejudice Contractor's resubmittal for this or any future proposal(s).
- F. **MISTAKE IN PROPOSAL**: Any Contractor may withdraw their proposal after the proposal opening, subject to the time restrictions indicated below, **only** if the Contractor can establish to the City's satisfaction, that a mistake was made in preparing the proposal.

1. A Contractor declaring a mistake must provide a written notice to the City within five (5) calendar days following the scheduled closing date, specifying in detail, how the mistake occurred, and how the mistake made the proposal materially different than it was intended.
2. Withdrawal of the proposal will **only** be permitted for mistakes made in the completion of the proposal. A Contractor who claims a mistake shall be **prohibited** from submitting further proposals on the Project on which the mistake was claimed.

G. **PROPOSAL LABELING:** The proposal shall be submitted in a **sealed envelope** with all original pages intact. Proposal envelopes must be **plainly marked** and submitted as follows:

**PROPOSAL FOR FURNISH, DELIVER & MAINTAIN UNIFORMS, TOWELS AND FLOOR MATS,
RFP #CC16-068**

H. **PROPOSAL SUBMITTAL:** All Contractors shall complete and return one (1) original and four (4) copies of their proposal. All proposals delivered in an express courier package shall be sealed in a separate envelope within the courier package. **Any proposal found to be illegible or incomplete shall be considered for rejection.** Whether sent by courier, mail, or by means of personal delivery, Contractors assume full responsibility for having their proposal deposited at the proper address and not later than the scheduled closing time. **Faxed or emailed** proposals or modifications will not be considered. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names, will not be considered.

I. **PROPOSAL ACCEPTANCE:** The City of Victorville reserves the right to accept, or conduct reject any and all proposals and waive any irregularities or informalities in any proposals or in the proposal process. The City of Victorville further reserves the right to award the contract to other than the Contractor that submitted the low bid if such action is deemed to be in the best interest of the City of Victorville.

J. **INTERPRETATION OF DOCUMENTS:** During the proposal solicitation period, should a Contractor find discrepancies or omissions in any part of the "Request for Proposal," or should the Contractor be in doubt as to their interpretation, the Contractor shall immediately notify the contact indicated in Section 1(C), above. Should it be found necessary, an addendum will be sent to all Contractors. Any addenda issued prior to the scheduled proposal closing date and time, shall form a part of this solicitation and shall become a part of the submitted proposal.

Exceptions to this Request for Proposals: Any changes from the provisions of this Request for Proposals, which may be desired by the Contractor, shall be specifically noted on the form provided in Section 4.

K. **PUBLIC RECORD:** Be advised that **all** information contained in proposals submitted in response to this solicitation **shall** become a matter of public record, and be made available upon request, unless otherwise marked.

L. **CONTRACT EXECUTION:** The Contractor shall execute a Contract with the City for the Services to be provided. A sample contract is provided as Attachment "A" at the end of this RFP.

M. **FEDERAL, STATE, AND LOCAL LAWS:** The Contractor and all subcontractors shall comply with all applicable federal, state, and local laws, rules, and regulations.

N. **RETENTION OF AND ACCESS TO RECORDS:** At all reasonable times during the term of this contract and for a minimum of three years following final settlement, the City of Victorville, and any designated representative shall have access to all records related to work performed under this contract and the Contractor and all subcontractors shall make such records available for inspection, audit, copying excerpts and transcriptions.

O. **SMALL AND DISADVANTAGED BUSINESS:** The City of Victorville hereby notifies all bidders that it will affirmatively ensure that minority business enterprises will be afforded full opportunity and consideration when submitting bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, or national origin when reviewing the bid proposals for award of contract.

P. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:

1. Amendments to the RFP/Contract
2. City Request for Proposal number CC16-068, including the fully executed contract
3. Contractor's proposal dated (DATE).

- Q. **STATUS OF CONTRACTOR**: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the City.
- R. **OBSERVING LAWS AND ORDINANCES**: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the City, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.
- S. **SUBCONTRACT SERVICES**: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Purchasing Manager.
- T. **HOURS OF LABOR**: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours.
- U. **INDEMNIFICATION** : Notwithstanding the limits of any insurance, Contractor shall indemnify the City, it's officials, officers, agents, volunteers and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City its officials, officers, agents, volunteers or employees, and in connection therewith:
- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
 - (b) Contractor will promptly pay any judgment rendered against the City, its officials, officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officials, volunteers, officers, agents, and employees harmless therefrom;
 - (c) In the event the City, its officials, officers, agents, volunteers or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officials, volunteers officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
 - (d) Contractor's duty to defend and indemnify as set out in this Section shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

- V. **CONFLICT OF INTEREST:** No member, officer, or employee of the City of Victorville or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

Furthermore, the parties hereto covenant and agree that to their knowledge no board member, officer or employee of the City of Victorville has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City of Victorville, and that if any such interest comes to the knowledge of either party at any time, a full and complete disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title I of the Government Code of the State of California.

- W. **EQUAL OPPORTUNITY:** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

- X. **DISPUTES:** Any controversy or claim arising out of or relating to the provisions of this Agreement or the breach thereof shall be settled by arbitration, in accordance with the Rules of the American Arbitration Association, unless the parties agree, in writing, to some other form of alternative dispute resolution.

- Y. **TERMINATION FOR CONVENIENCE:**

The City of Victorville may, by written notice, terminate this contract in whole or in part, when deemed in the City's interest. Upon termination of this contract, the City of Victorville shall only be liable for payment under the payment provisions of this contract for services rendered or supplies furnished prior to the effective date of termination."

- Z. **TERM OF CONTRACT:**

The term of this contract shall be from the date of award by the City Council, until the end of the **2016-2017** fiscal year (June 30, 2017); with the option to extend the contract for four (4) fiscal years (July 1 through June 30), in one (1) year increments, subject to satisfactory performance as determined by the City of Victorville.

- AA. **TERMINATION FOR DEFAULT:**

The City of Victorville, may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to;

1. To perform the services within the time specified in this contract or any extension; or
2. Make progress, so as to endanger performance of this contract; or
3. Perform any of the other provisions of this contract.

The City's right to terminate this contract may be exercised if the Contractor does not cure such failure within five (5) days, after receipt of the written notice from the City of Victorville.

Upon termination of the contract with the successful bidder, the City of Victorville may award the contract to the second lowest responsible bidder, if it is deemed to be in the best interests of the City of Victorville.

- BB. **NON-RETURN OF GARMENTS:**

If the contractor fails to deliver the garments or perform the services within the time specified in this contract shall constitute material breach of contract. Failure of contractor to return the cleaned and new garments within the time allowed that would cause a burden to employee would result in damages – contractor will provide a credit based on the rental rate per week. Such amount shall not be construed as a penalty but as a minimum value of damages that may be deducted from payment due to the contractor if such delay occurs.

CC. **PROPOSAL QUESTIONS**

Any prospective Contractor desiring an explanation or interpretation of the solicitations, drawings, specifications, etc., must make request in writing to the Purchasing Division. **All requests must be received on or before THURSDAY, MARCH 24, 2016**, in order to allow a reply to reach all prospective bidders before the submission due date of their bids. Any information requested by a prospective bidder concerning the solicitation will be furnished promptly to all prospective bidders as an amendment to the solicitation, assuming that the information is necessary in submitting bids or the lack of it would be prejudicial to prospective bidders. **PLEASE NOTE: Oral explanations or instructions, or explanations given by personnel other than purchasing staff or the designee are not valid and will not be binding.**

DD. **LICENSES:** Contractor shall obtain City of Victorville business license prior to the beginning of services..

EE. **SELECTION CRITERIA:**

- Past Performance with Public Agencies of similar size/needs
- Ability to commence work immediately after execution of the contract.
- Ability to track current inventory levels at all times to validate current invoicing.
- Ability to turnaround maintenance/cleaning of uniforms in a timely manner so as to not jeopardize the daily operation of uniformed departments.
- Price

CITY OF VICTORVILLE

**SECTION 4
SUBMISSION CERTIFICATION**

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

I hereby submit to the City of Victorville the following bid proposal for work outlined in plans and specifications entitled **“Uniforms, Towels and Floor Mats Services.”** All of the following documents (check below) are completed, fully executed, and included in my bid as required in the bid document:

- _____ Submission Certification (Page 17)
- _____ Bid Proposal Form (Page 18-20)
- _____ Proposer Identification (Page 21)
- _____ References (Page 22)
- _____ Additional Information (Page 23)
- _____ Questionnaire (Page 24-25)
- _____ Signature Authorization (Page 26)
- _____ Workers’ Compensation Certificate (Page 27)
- _____ Non-Collusion Affidavit (Page 28)
- _____ Exception Form (Page 29)
- _____ Addenda Acknowledgement (Page 30)

OTHER ITEMS NEEDED TO SUBMIT WITH THE PROPOSAL:

1. Catalog and/or descriptive literatures, labeled with Contractor’s name, with full illustrations and detailed specifications for each item offered. If submitting a full-line catalog, Contractor shall highlight and bookmark the pages the Contractor plans to furnish under this contract.
2. A sample of completed delivery ticket and repair tag.
3. A sample of monthly invoice reflecting multiple delivery locations.
4. A sample of usage report.
5. Description of Contractor’s complaint procedures, complaint report forms, and time frame for resolution.

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my bid proposal.

Authorized Signature Printed Name and Title

Date Signed Telephone Number

CITY OF VICTORVILLE

BID PROPOSAL FORM

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

The undersigned hereby agrees to furnish and deliver the item(s) listed below in accordance with the specifications (which have been carefully examined and are attached hereto) on file in the Office of the Administrative Services Dept/Finance Purchasing Section.

The quantities listed in the Bid Proposal Form are provided as a best estimate of usage by the City of Victorville. These quantities do not constitute an offer to rent. They are provided as a parameter for bidders to formulate their bids. Quantities provided are based on current staffing; the City of Victorville does not guarantee any quantities of rentals, and reserves the right to change quantities (increase or decrease) as required during the course of the contract.

Note: All prices should include sales tax, and any/all available discounts.

**NUMBER OF EMPLOYEES THAT ARE IN THE UNIFORM PROGRAM: 166 EMPLOYEES
(FULL-TIME AND PART-TIME)**

<i>DESCRIPTION</i>	<i>Weekly Rental for Full-Time</i>	<i>Extended Price</i>	<i>Weekly Rental for Part-Time</i>	<i>Extended Price</i>
Uniform (rental,cleaning/maintenance & delivery)				
a) Industrial Shirts Men/Women				
b) Industrial Pants Men/Women				
c) Coveralls				
d) FR Shirt				
e) FR Pant				
f) FR Coverall				
g) 3x4 Mats				
h) Fender Covers				
i) Dust Mop 30"				
j) Shop Towels				
k) Turk Terry Towels				
Weekly Total		\$		

WEEKLY TOTAL IN WORDS: _____

TOWELS/MATS

<i>Description</i>	<i>QTY. (Weekly)</i>	<i>Weekly Rental EA</i>	<i>Extended Price</i>
Shop Towels – 18” Blue White cleaning towels 18”	300 15-30		
Turk Terry Towels 18X33	15-20		
Floor Mats a) 3’x4’ floor mat blue b) 3’X4’ gray	6 7		
Dust Mop Mop wet large	1-2 2-5		
FC50Red Fender Cover	14		
Other (please specify)			
Weekly Total			\$

WEEKLY TOTAL IN WORDS: _____

EMBROIDERED EMBLEMS/PATCHES:

<i>Description</i>	<i>Unit Price (Ea)</i>	<i>Extended Price</i>
City of Victorville Logo – Circular size 3 ¾”		
Employee Name Tag – size 2 ¾” x 1 ½”		
U.S. Flag – size ¾” x 2”		

ADDITIONAL CHARGES (PLEASE SPECIFY): Other charges, ie. Prep charges, handling, repairs, vehicle, etc.
(The City shall not be subject to any charges not shown on your proposal submittal)

<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>

CITY OF VICTORVILLE

PROPOSER IDENTIFICATION

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

1. Legal name of Proposer: _____
2. Street Address: _____
3. Mailing Address: _____
4. Business Telephone: _____
5. Facsimile Telephone: _____
6. Email Address: _____
7. Type of Business:
 Sole Proprietor Partnership Corporation
Other: _____
If corporation, indicate State where incorporated: _____
8. Business License number issued by the City where the Proposer's principal place of business is located.
Number: _____ Issuing City: _____
9. Federal Tax Identification Number: _____
10. Proposer's Project Manager: _____

CITY OF VICTORVILLE

CUSTOMER REFERENCES

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

Proposer: _____

LIST FOUR (4) YOU HAVE DONE BUSINESS WITH WITHIN THE LAST THREE YEARS – PREFERABLY PUBLIC AGENCIES

1.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address:	
2.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address:	
3.	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address:	
4	Name of Agency	
	Address	
	Contact Person Name:	
	Contact Person Phone:	
	Email Address:	

CITY OF VICTORVILLE

QUESTIONNAIRES

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

1. Describe the process that your company offers for uniform measuring.

2. Describe your pick-up and delivery schedule process.

3. What is the turn-around time on new uniform deliveries?

4. What is your turn-around time garments needing repairs and what is your process?

5. Are all uniforms pressed and sanitized before delivery? _____

6. What are your guarantees that the garments will be cleaned, sanitized and pressed to the Customer's satisfaction?

7. What are your guarantees that the merchandise will be picked up and delivered on the promised date?

8. What is your process for handling deliveries? Do you give receipts for merchandise brought in and brought out? How do you handle discrepancies?

9. What are your guarantees that replacements, exchanges, and shortages are handled to the Customer's satisfaction?

10. Specify lead time necessary, after award of contract, before we could receive our first delivery?

11. Specify location of nearest full service plant: _____

12. If awarded the contract what is your turn over process? (use separate page to response)_____

13. If the driver forgets to deliver an item, how soon can it be delivered?

14. Damage or lost charges are depreciated at _____% per month.
(fill in)

CITY OF VICTORVILLE

SIGNATURE AUTHORIZATION

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

Proposer/Bidder: _____

A. I hereby certify that I have the authority to offer this proposal/bid to the City of Victorville for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.

SIGNATURE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me as:

- An individual.
- A partnership, Partners' names:
- A company.
- A corporation.

2. My tax identification number is: _____
(For individuals, this number is usually the Social Security Number)

3. I am a certified small business and Small Business Preference is applicable to this proposal/bid. A copy of my certification from the Office of Small and Minority Business is attached.

I have recently filed for Small Business Preference but have not yet received certification.

I am not a Small Business.

4. My business is owned by a minority whose ethnicity is: _____

My business is owned by a woman.

My business is owned by a disabled veteran.

CITY OF VICTORVILLE

WORKERS' COMPENSATION CERTIFICATE

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

The Proposer shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and on behalf of my firm, I will comply with such provisions before commencing the performance of the services of any contract entered into.

_____ Signature	_____ Company Name
_____ Printed Name	_____ Business License Number
_____ Title	_____ Date

CITY OF VICTORVILLE

EXCEPTION FORM

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

Should Proposer take exception to **ANY** of the terms and conditions or other contents provided in the "Request for Proposal," list the exceptions below. **THIS COMPLETED FORM MUST BE RETURNED WITH YOUR PROPOSAL.** If no exception(s) are taken, enter "**NONE**" for the first item. *(Make additional copies of this form as necessary)*

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

CITY OF VICTORVILLE

ADDENDA ACKNOWLEDGMENT

CC16-068 UNIFORM, TOWELS AND FLOOR MATS SERVICES

The undersigned acknowledges receipt of the following ADDENDA:

ADDENDUM NO. _____ DATED _____

NAME OF BIDDER _____

ADDRESS _____

TELEPHONE NO. _____

By: _____
Signature Title

SAMPLE

SERVICE AGREEMENT

**GENERAL SERVICES PROVIDER STANDARD AGREEMENT
BY AND BETWEEN
THE CITY OF VICTORVILLE
AND
NAME OF PROVIDER
FOR
PROJECT NAME, PROJECT NUMBER**

THIS GENERAL SERVICES PROVIDER STANDARD AGREEMENT (hereinafter "Agreement"), is made and entered into by and between the City of Victorville, a municipal corporation located in the County of San Bernardino, State of California, hereinafter referred to as the "City", and [Click here to enter text.](#), hereinafter referred to as "Service Provider." City and Service Provider are sometimes hereinafter referred to individually as a "Party" and collectively referred to as the "Parties."

RECITALS:

WHEREAS, the City requires **DESCRIBE SERVICES**, and;

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified service provider to provide, on an independent contractor basis, **DESCRIBE SERVICES**.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS, AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth fully herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to the City those services set forth in the Scope of Services, attached hereto as Exhibit "A", and incorporated as part of this Agreement by this reference.

Section 3. COMPENSATION

The City shall pay a total amount not to exceed **SPELL OUT DOLLAR AMOUNT AND 00/100 DOLLARS (\$0.00)** for the services rendered by Service Provider pursuant to this Agreement, subject to the provisions of Section 4.

Section 4. FEE SCHEDULE

The City shall pay Service Provider as provided in the Fee Schedule, attached hereto as **Exhibit "A,"** and incorporated as part of this Agreement by this reference. The provisions of **Exhibit "A"** notwithstanding, in order to receive payments, Service Provider shall be required to submit to City monthly invoices detailing all services performed. Provided that services have been satisfactorily rendered, invoices shall be paid by the City approximately thirty (30) working days following receipt of Service Provider's invoice.

Section 5. RESERVED

Section 6. TERM OF AGREEMENT

This Agreement shall be for an initial term of **NUMBER of MONTHS**, commencing on **COMMENCEMENT DATE** (the "Commencement Date") and expiring on **TERMINATION DATE** (the

“Termination Date”) (the “Term”), unless terminated earlier pursuant to Section 21 of this Agreement. From and after the Termination Date, and upon subsequent agreement by the Parties, this Agreement may continue on a month-to-month basis until terminated pursuant to Section 21 below.

***** IF NO OPTION PERIODS -- DELETE THE FOLLOWING PARAGRAPH FROM THE AGREEMENT IN ITS ENTIRETY*****

This Agreement may be extended for **NUMBER OF YEARS, MONTHS, ETC.** additional on-year periods (hereinafter “Option Periods”), at the option of City, subject to satisfactory performance as determined by the City. City shall give Service Provider sixty (60) days advance written notice prior to the expiration the initial Term and sixty (60) days advance written notice prior to the expiration date of each subsequently exercised Option Period, if any, should the City decide to exercise its option(s) to extend. In the event City does not give Service Provider such written notice of its option to extend, this Agreement shall terminate at the end of the then-current Term or Option Period without further notice from either Party, unless terminated earlier pursuant to the provisions of Section 21 below. Should the City fail to give Service Provider the sixty (60) days written notice of its intention to exercise any Option Period, the City may, in its sole discretion, elect to exercise any Option Period at a later date, following written inquiry from Service Provider.

Section 7. INDEPENDENT CONTRACTOR STATUS

Service Provider shall at all times during the Initial Term of this Agreement, and (if applicable during any Option Periods), perform the services described in this Agreement as an independent contractor.

Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS REGARDING INDEPENDENT CONTRACTOR’S STATUS OF SERVICE PROVIDER

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools, or facilities, unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for the direct payment of any salary, wage, or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(2) The City will not hire, supervise, or pay any employees or assistants working for Service Provider pursuant to this Agreement. Nothing contained in this Agreement shall prevent the City

from hiring Service Provider's employees or assistants after termination of this Agreement.

(3) Nothing in this Agreement shall be interpreted to imply that Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(4) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(5) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(6) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(7) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed, or represented by the City or Service Provider or by any third person to create the relationship of principal and agent.

b. Service Provider shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, express or implied, to bind the City to any obligation whatsoever.

Section 10. LICENSES AND PERMITS

Service Provider represents that it has obtained and will maintain at all times during the initial Term, and (if applicable, during any Option Periods) of this Agreement all business licenses, including but not limited to a City of Victorville business license, certifications, or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider agrees to perform all services required by this Agreement in a workmanlike competent and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the services or as represented by the City, Service Provider shall immediately inform the City of such fact and shall not provide any services, except at Service Provider's risk, until written instructions are received from **INSERT DEPT. HEAD NAME AND TITLE**, or his designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that it does not have any interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement. Service Provider further covenants that in the performance of services under this Agreement, no officer, employee or agent of Service Provider having such an interest shall be employed by it. In the event the City determines that Service Provider must disclose its financial interests by completing and filing a Fair Political Practices Commission Form 700, Statement of Economic Interests, Service Provider shall file such Form 700 with the City Clerk's Office pursuant to the written instructions provided by the City Clerk.

Section 14. **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state, and federal laws and regulations applicable to the services to be rendered hereunder, including any rule, regulation, or bylaw governing the conduct or performance of Service Provider or its employees, officers, or board members.

Section 15. **COMMERCIAL GENERAL AND
AUTOMOBILE LIABILITY INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), commercial general liability insurance, of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury, death, loss, or damage resulting from the wrongful or negligent acts by Service Provider or its officers, employees, servants, volunteers, and agents and independent contractors.

b. Service Provider shall further procure and maintain, at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods) commercial vehicle liability insurance covering personal injury and property damage, of not less than One Million Dollars (\$1,000,000) combined single limit, covering any vehicle utilized by Service Provider or its officers, employees, servants, volunteers, agents and independent contractors in performing the services required by this Agreement.

Section 16. **WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the initial Term of this Agreement, and (if applicable, during any Option Periods), workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 17. **RESERVED**

Section 18. **ADDITIONAL INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, all insurance policies, except for the Workers' Compensation policy, shall be endorsed to name the City and its officers, employees, servants, volunteers, agents and independent contractors, including, without limitation, the City Attorney, as Additional Insureds.

Section 19. **WAIVER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, employees, servants, volunteers, agents, and independent contractors and subcontractors. Each policy of insurance shall be endorsed to reflect such waiver.

Section 20. **PROOF OF INSURANCE COVERAGE;
REQUIRED ENDORSEMENTS**

a. Service Provider shall secure from a good and responsible company or companies authorized to transact insurance business in the State of California, the policies of insurance required by this Agreement and furnish to the City Clerk certificates of insurance evidencing the required coverage, and policy endorsements at least one (1) business day prior to the commencement of any services to be performed under this Agreement.

b. The policies and certificates of insurance shall be endorsed to provide that in the event

of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective. In the case of cancellation for non-payment, ten (10) days advance written notice shall be given.

c. Each policy and certificate of insurance shall be endorsed to provide that the policy shall not be terminated or expire without first providing thirty (30) days written notice to the City of such termination or expiration.

d. Each policy and certificate of insurance shall be endorsed to provide that the policy will be maintained throughout the Initial Term, and (if applicable during any Option Periods) of this Agreement.

e. The commercial general liability and vehicle liability policies shall be endorsed to contain the following provision: "For any claims related to this Agreement, Service Provider's coverage shall be primary with respect to the City. Any insurance maintained by the City shall be in excess of Service Provider's insurance and shall not contribute with it."

Section 21. TERMINATION OR SUSPENSION

a. This Agreement may be terminated or suspended without cause by either Party at any time, provided that the Party initiating the termination provides the other Party at least thirty (30) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

b. This Agreement may be terminated or suspended with cause by either Party at any time, provided that the Party initiating termination provides the other Party at least ten (10) days advance written notice of such termination or suspension. In the event of such termination, the City shall only be liable for payment under the payment provisions of this Agreement for satisfactory services rendered or supplies actually furnished prior to the effective date of termination.

Section 22. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 23. INDEMNIFICATION

a. Service Provider shall defend, indemnify, and hold harmless the City, its officers, employees, representatives, and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs, and expenses, including legal costs and attorneys fees, for any personal injuries, deaths, or property damage (including property owned by the City), which may arise out of Service Provider's negligence or willful misconduct in the performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or willful misconduct, or that of its officers or employees.

b. The City does not and shall not waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense described herein.

Section 24. REPORTS

Upon request by **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, Service Provider shall prepare and submit reports to the City concerning Service Provider's performance of the services required by this Agreement.

Section 25. RECORDS

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principles.

c. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to Service Provider hereunder shall be retained by Service Provider and made available to **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 26. RESERVED

Section 27. CONFIDENTIALITY

a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by applicable law. All City data, documents and information shall be returned to City upon termination of the Agreement.

b. Any drawings, specifications, reports, records, documents, or other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except with the prior written approval of **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, or as required by applicable law.

Section 28. PRINCIPAL REPRESENTATIVES

a. **PROVIDER REPRESENTATIVE NAME AND TITLE**, is designated as the principal representative of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. **INSERT DEPT. HEAD NAME AND TITLE**, or his designee, shall be the principal representative(s) of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either Party may designate another individual as its principal representative by giving written notice of such designation to the other Party.

Section 29. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both Parties.

Section 30. ENTIRE AGREEMENT

a. This Agreement supersedes any and all prior or contemporaneous agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

such consultation.

Section 35. WAIVER

- a. No waiver shall be binding unless executed in writing by the Party making the waiver.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.
- c. Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of such provision or any of the remaining provisions of this Agreement.

Section 36. ASSIGNMENT

This Agreement shall not be assigned by either Party without prior written consent of the other Party.

Section 37. CARE OF WORK

The performance of services by Service Provider or the payment of money by the City shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate, or defective work at no further cost to the City, when such incomplete, inaccurate or defective work is due to the negligence of Service Provider.

Section 38. CAPTIONS AND HEADINGS

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 39. SUCCESSORS, HEIRS, AND ASSIGNS

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the Parties.

Section 40. GENDER

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 41. SEVERABILITY

If any one or more of the sentences, clauses, paragraphs, or sections contained herein is declared invalid, void, or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair, or invalidate any of the remaining sentences, clauses, paragraphs, or sections contained herein.

Section 42. GOVERNING LAW

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 43. DEFAULT

a. Failure or delay by any Party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the Party who is otherwise claimed to be in default by the other Party commences to cure, correct, or remedy the alleged default within fifteen (15) days after receipt of written notice specifying such default and shall diligently complete such cure, correction, or remedy, such Party shall not be deemed to be in default hereunder.

b. The Party claiming that a default has occurred shall give written notice of default to the Party in default, specifying the alleged default. Delay in giving such notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured Party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a Party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default by any Party to this Agreement may remain uncured for more than fifteen (15) days following written notice, as provided above, the injured Party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 44. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other Party.

Section 45. VENUE

All proceedings involving disputes over the terms, provisions, covenants, or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in San Bernardino County, California.

Section 46. ATTORNEYS' FEES

In the event any action, suit, or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement, or as a result of any alleged breach of any provision of this Agreement, the prevailing Party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorneys' fees, from the losing Party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 47. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City's Risk Manager, and executed by the authorized City personnel or Mayor.

Section 48. REPRESENTATIONS OF PARTIES AND PERSONS EXECUTING AGREEMENT

(a) Each of the Parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the Parties hereto.

(b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the Parties each purports to represent.

Section 49.

COUNTERPARTS

This Agreement may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of this Agreement.

(END OF THIS PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the dates written below.

THE CITY OF VICTORVILLE

SERVICE PROVIDER

By: _____

By: _____

Dated: _____

Dated: _____

ATTEST

By: _____
Carolee Bates, City Clerk

Dated: _____

THE CITY OF VICTORVILLE

AS TO STANDARD FORM:

By: _____
Chuck Buquet, Risk Manager

By: _____
Andre de Bortnowsky, City Attorney

Dated: _____

Dated: _____