



## City Council Staff Report

DATE: December 18, 2013 CONSENT CALENDAR

SUBJECT: RESCIND AWARD OF IFB 13-13 AND AWARD RE-BID 14-06 FOR UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS DEPARTMENTS

FROM: David H. Ready, City Manager

BY: Maintenance and Facilities

---

### SUMMARY

Staff recommends the City Council consider rescinding the award of IFB 13-13 and Agreement No. 5615 with Cintas Corporation, and award the rebid of IFB 14-06 for uniform rental and cleaning services for the City's maintenance personnel for the Aviation, Facilities, Fleet, Parks, Recreation, and Streets departments.

### RECOMMENDATION:

1. Rescind the award of IFB 13-13 to Cintas Corporation and direct Staff to close Agreement No. 5615.
2. Approve an Agreement with Prudential Overall Supply for IFB 14-06, for uniform rental and cleaning services on the basis of unit prices for an estimated base amount of \$46,237.68 per year, for the initial three-year term, with two 1 year optional renewals.
3. Authorize the City Manager to execute all necessary documents.

### STAFF ANALYSIS:

The Facilities Maintenance Department prepared the specifications and worked closely with Procurement to conduct Invitation for Bid 13-13 in the spring of this year. On May 15, 2013 the City Council approved an agreement with the incumbent Cintas Corporation.

During the contract execution phase it was discovered by Cintas Corporation that the City's Facilities Maintenance Department had provided inaccurate bid specifications and counts, therefore making the pricing null and void and not reflective of the award made

ITEM NO. 21

by the City Council. Facilities staff carefully reviewed and corrected their specifications and employee counts and Procurement prepared the re-bid IFB 14-06 which was advertised, posted and distributed October 21<sup>st</sup> to 11 uniform companies. Three bids were received by the November 21<sup>st</sup> deadline and are tabulated below:

Company:	Base Bid Amount for initial 3 year term
Prudential Overall Supply	\$46,237.68
Aramark Uniform Services	\$46,410.12
Cintas	\$62,208.76

Total estimated base compensation amount is calculated utilizing unit pricing as provided in the Bid and the estimated employee counts for the respective departments. During the term of the agreement as employee counts either increase or decrease with the approval of the Director of Facilities, the base compensation will change accordingly.

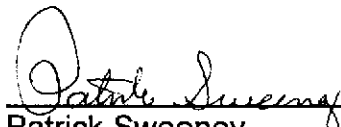
As industry standard, the agreement provides for initial set-up fees and exchange fees that will be approximately an additional 10% (\$4,624) of the base bid price for the first year of the agreement.

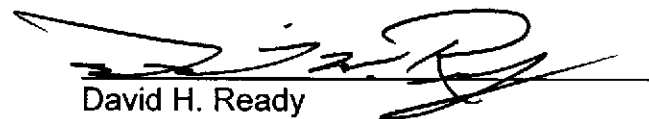
At the mutual consent of the parties, the agreement may be extended for two (2) one (1) year renewal options, and the unit prices shall be adjusted (increased or decreased) based upon the CPI index for the Los Angeles/ Anaheim/ Riverside Areas.

Staff is recommending the City Council award the Uniform Rental and Cleaning Services Agreement for the City's maintenance personnel to Prudential Overall Supply, with a local facility in Indio, California, who was the lowest, responsive, responsible bidder to rebid IFB 14-06.

FISCAL IMPACT:

#415-6200-43290	Aviation	#520-5470-43290	Fleet
#520-5641-43290	Facilities Maintenance	#001-2451-43290	Parks/Recreation
#001-4201-43290	Street Maintenance	#001-4210-43290	Parks/Downtown

  
Patrick Sweeney -  
Director of Facilities

  
David H. Ready  
City Manager

Attachment:  
Contract Services Agreement

**CONTRACT SERVICES AGREEMENT  
UNIFORM RENTAL AND CLEANING SERVICES**

THIS CONTRACT SERVICES AGREEMENT ( "Agreement") is entered into, and effective on \_\_\_\_\_, 201\_\_\_\_, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and Prudential Overall Supply, a Corporation, ("Contractor"). City and Contractor are individually referred to as "Party" and are collectively referred to as the "Parties".

**RECITALS**

A. City has determined that there is a need for uniform rental and cleaning services for various City Departments project ("Project").

B. Contractor has submitted to City a proposal to provide uniform rental and cleaning services to City for the Project under the terms of this Agreement.

C. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.

D. City desires to retain Contractor to provide such Contract services.

In consideration of these promises and mutual obligations, covenants, and conditions, the Parties agree as follows:

**AGREEMENT**

**1. SERVICES OF CONTRACTOR**

**1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor agrees to perform the Contract services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work") , which is attached and incorporated by reference. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contract services and that Contractor is experienced in performing the Work and Services contemplated and, in light of such status and experience, Contractor covenants that it shall follow the highest Contract standards in performing the Work and Services required in this Agreement. For purposes of this Agreement, the phrase "highest Contract standards" shall mean those standards of practice recognized as high quality among well-qualified and experienced Contracts performing similar work under similar circumstances.

**1.2 Contract Documents.** The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Contractor's signed, original proposal submitted to the City ("Contractor's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Contractor's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated by reference and are made a part of this Agreement. The Scope of Services shall include the Contractor's Proposal. All provisions of the Scope of Services, the City's Request for Proposals and the Contractor's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document,

which shall be determined in the following order of priority: (1<sup>st</sup>) the provisions of the Scope of Services (Exhibit "A"); (2<sup>nd</sup>) the provisions of the City's Request for Proposal (Exhibit "B"); (3<sup>rd</sup>) the terms of this Agreement; and, (4<sup>th</sup>) the provisions of the Contractor's Proposal (Exhibit "C").

**1.3 Compliance with Law.** Contractor warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances, lawful orders, rules, and regulations.

**1.4 Licenses, Permits, Fees, and Assessments.** Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Contractor to perform the Work and Services under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Work and Services required by this Agreement. Contractor shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

**1.5 Familiarity with Work.** By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the Services, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City.

**1.6 Care of Work.** Contractor shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Contractor shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

**1.7 Further Responsibilities of Parties.** Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

**1.8 Additional Services.** City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Contractor, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Contractor. Any increase in compensation of up to twenty-five percent (25%)

of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Contractor that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

## **2. COMPENSATION**

**2.1 Maximum Contract Amount.** For the Services rendered under this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated in this Agreement by reference. Compensation shall not exceed the maximum contract amount of Forty Six Thousand Two Hundred Thirty Seven Dollars and Sixty Eight Cents, (\$46,237.68) ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings reasonably deemed necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Contractor accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Contractor anticipates, that Contractor shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. The maximum amount of city's payment obligation under this section is the amount specified in this Agreement. If the City's maximum payment obligation is reached before the Contractor's Services under this Agreement are completed, Contractor shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

**2.2. Method of Payment.** Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Contractor wishes to receive payment, Contractor shall submit to the City an invoice for services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the services performed by Contractor and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Contractor within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

**2.3 Changes in Scope.** In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Contractor's profession.

**2.4 Appropriations.** This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

### **3. SCHEDULE OF PERFORMANCE**

**3.1 Time of Essence.** Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated by reference.

**3.2 Schedule of Performance.** Contractor shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

**3.3 Force Majeure.** The time period(s) specified in the Schedule of Performance for performance of the Services rendered under this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted) if Contractor, within ten (10) days of the commencement of such delay, notifies the Contract Officer in writing of the causes of the delay. Unforeseeable causes include, but are not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement under this section.

**3.4 Term.** Unless earlier terminated under this Agreement, this Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of the Services. However, the term shall not exceed three (3) years from the commencement date, with two (1) one year renewal options upon mutual consent of the City and the Contractor, except as otherwise provided in the Schedule of Performance described in Section 3.2 above. Any extension must be through mutual written agreement of the Parties.

**3.5 Termination Prior to Expiration of Term.** City may terminate this Agreement for its convenience at any time, without cause, in whole or in part, upon giving Contractor thirty (30) days written notice. Where termination is due to the fault of Contractor and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon such notice, City shall pay Contractor for Services performed through the date of termination. Upon receipt of such notice, Contractor shall immediately cease all work under this Agreement, unless stated otherwise in the notice or by written authorization of the Contract Officer. After such notice, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement under this

section, Contractor shall submit to the City an invoice for work and services performed prior to the date of termination. Contractor may terminate this Agreement, with or without cause, upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Contractor may determine.

#### **4. COORDINATION OF WORK**

**4.1 Representative of Contractor.** The following principal of Contractor is designated as being the principal and representative of Contractor authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: Nick Miranda, Corporate Sales Representative. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the Contract Officer.

**4.2 Contract Officer.** The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Contractor shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the services. Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

**4.3 Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor shall not assign full or partial performance of this Agreement, nor any monies due, voluntarily or by operation of law, without the prior written consent of City. Contractor shall not contract with any other entity to perform the Services required under this Agreement without the prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Contractor. City will deal directly with and will make all payments to Contractor. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Contractor or any surety of Contractor from any liability under this Agreement without the express written consent of City.

**4.4 Independent Contractor.** The legal relationship between the Parties is that of an independent contractor, and nothing shall be deemed to make Contractor a City employee.

A. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this

Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Contractor's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Contractor, its officers, employees, or agents in connection with any performance under this Agreement. Except for Contract fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, servants, representatives, subcontractors, or agents, Contractor shall indemnify City for all such financial obligations.

## 5. INSURANCE

5.1 Types of Insurance. Contractor shall procure and maintain, at its sole cost and expense, the insurance described below. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Contractor's performance of Work under this Agreement, including Contractor's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Contractor shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for Contract liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. Errors and Omissions Insurance. Contractor shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form Contract liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.



(1) Contractor shall either: (a) certify in writing to the City that Contractor is unaware of any Contract liability claims made against Contractor and is unaware of any facts which may lead to such a claim against Contractor; or (b) if Contractor does not provide the certification under (a), Contractor shall procure from the Contract liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided hereunder. In the event of termination of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Contractor agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies. If Contractor has no employees, Contractor shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars

(\$1,000,000.00) for bodily injury or disease.

**5.2 Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Contractor guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Contractor's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

**5.3 Other Insurance Requirements.** The following provisions shall apply to the insurance policies required of Contractor under this Agreement:

- 5.3.1 For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- 5.3.2 Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.3 All insurance coverage and limits provided by Contractor and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.
- 5.3.4 No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.
- 5.3.5 Contractor agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Contractor's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.
- 5.3.6 Contractor agrees to ensure that subcontractors, and any other parties involved with the Project who are brought onto or involved in the Project by Contractor, provide the same minimum insurance coverage required of

Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the Project will be submitted to the City for review.

- 5.3.7 Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.
- 5.3.8 Contractor shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.9 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.10 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.11 Contractor agrees to provide immediate notice to City of any claim or loss against Contractor arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.
- 5.3.12 Contractor agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's activities or the activities of any person or person for which the Contractor is otherwise responsible.

**5.4 Sufficiency of Insurers.** Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

**5.5 Verification of Coverage.** Contractor shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Contractor's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

1. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No. \_\_\_" or "for any and all work performed with the City" may be included in this statement).*

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No. \_\_\_" or "for any and all work performed with the City" may be included in this statement).*

3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.*

4. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Contractor's obligation to provide them.

## 6. INDEMNIFICATION

**6.1 Indemnification and Reimbursement.** To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), for damage to property, including property owned by City, from any violation of any federal, state, or local law or ordinance, and from errors and omissions committed by Contractor, its officers, employees, representatives, and agents, that arise out of or relate to Contractor's performance under this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the City, its elected officials, officers, employees, agents, and volunteers. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability under this Agreement. Contractor's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final. This provision is intended for the benefit of third party Indemnified Parties not otherwise a party to this Agreement.

**6.2 Design Contract Services Indemnification and Reimbursement.** If the Agreement is determined to be a "design Contract services agreement" and Contractor is a "design Contract" under California Civil Code Section 2782.8, then:

A. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense), protect and hold harmless City and its elected officials, officers, employees, agents and volunteers and all other public agencies whose approval of the project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Contractor's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligence, recklessness or willful misconduct of Contractor, its agents, employees, or subcontractors, or arise from Contractor's negligent, reckless or willful performance of or failure to perform any term, provision, covenant or condition of this Agreement ("Indemnified Claims"), but Contractor's liability for Indemnified Claims shall be reduced to the extent such Claims arise from the negligence, recklessness or willful misconduct of the City and its elected officials, officers, employees, agents and volunteers.

B. The Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to execute an Indemnification Agreement adopting the indemnity provisions in sub-section 6.1 in favor of the Indemnified Parties. In addition, Contractor shall require all non-design-Contract sub-contractors, used or sub-contracted by Contractor to perform the Services or Work required under this Agreement, to obtain insurance that is consistent with the Insurance provisions as set forth in this Agreement, as well as any other insurance that may be required by Contract Officer.

## 7. REPORTS AND RECORDS

**7.1 Accounting Records.** Contractor shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Contractor shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer 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.

**7.2 Reports.** Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Contractor acknowledges that the City is greatly concerned about the cost of the Work and Services to be performed under this Agreement. For this reason, Contractor agrees that Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the contemplated Work or Services. If Contractor is providing design services, Contractor shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

**7.3 Ownership of Documents.** All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and the City shall indemnify the Contractor for all resulting damages. Contractor may retain copies of such documents for their own use. Contractor shall have an unrestricted right to use the concepts embodied in this Agreement. Contractor shall ensure that all its subcontractors shall provide for assignment to City of any documents or materials prepared by them. In the event Contractor fails to secure such assignment, Contractor shall indemnify City for all resulting damages.

**7.4 Release of Documents.** All drawings, specifications, reports, records, documents, and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

**7.5 Audit and Inspection of Records.** After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Contractor's performance under this Agreement. Contractor shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

## 8. ENFORCEMENT OF AGREEMENT

**8.1 California Law and Venue.** This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

**8.2 Interpretation.** This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

**8.3 Default of Contractor.** Contractor's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Contractor shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Contractor shall not limit Contractor's liability for completion of the Services as provided in this Agreement.

**8.4 Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this

Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

**8.5 Rights and Remedies Cumulative.** 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 or any other default by the other Party.

**8.6 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**8.7 Attorney Fees.** In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert Contractor fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

## **9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

**9.1 Non-liability of City Officers and Employees.** No officer or employee of the City shall be personally liable to the Contractor, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

**9.2 Conflict of Interest.** No officer or employee of the City shall have any direct or indirect financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects their financial interest or the financial interest of any corporation, partnership, or association in which he/she is, directly or indirectly, interested in violation of any state statute or regulation. Contractor warrants that Contractor has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

**9.3 Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **10. MISCELLANEOUS PROVISIONS**

**10.1 Patent and Copyright Infringement.** To the fullest extent permissible under



law, and in lieu of any other warranty by City or Contractor against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Contractor shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Contractor shall pay all costs and damages finally awarded in any such suit or claim, provided that Contractor is promptly notified in writing of the suit or claim and given authority, information and assistance at Contractor's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Contractor. However, Contractor will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Contractor when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Contractor shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Contractor's expense. Contractor shall not be obligated to indemnify City under any settlement that is made without Contractor's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Contractor, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

**10.2 Notice.** Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Palm Springs  
Attention: City Manager & City Clerk  
3200 E. Tahquitz Canyon Way  
Palm springs, California 92262  
Telephone: (760) 323-8204  
Facsimile: (760) 323-8332

To Contractor:

Prudential Overall Supply  
81780 Trader Place  
Indio, CA 92201  
Attention: Nick Miranda  
Telephone: 760-342-0645  
Facsimile: 760-342-5797

**10.3 Integrated Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

**10.4 Amendment.** No amendments or other modifications of this Agreement shall be binding unless through written agreement by all Parties.

**10.5 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

**10.5 Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

**10.6 Third Party Beneficiary.** Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

**10.7 Recitals.** The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

**10.8. Corporate Authority.** Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**“CITY”  
City of Palm Springs**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
David H. Ready  
City Manager

**APPROVED AS TO FORM:**

**ATTEST**

By: \_\_\_\_\_  
Douglas C. Holland,  
City Attorney

By: \_\_\_\_\_  
James Thompson,  
City Clerk

**APPROVED BY CITY COUNCIL:**

Date: \_\_\_\_\_ Agreement No. \_\_\_\_\_

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

**CONTRACTOR NAME:**

\_\_\_\_\_

Check one  Individual  Partnership  Corporation

Address  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Signature (Notarized)

By \_\_\_\_\_  
Signature (Notarized)

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of \_\_\_\_\_ }

On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_

## EXHIBIT "A"

### SCOPE OF SERVICES

#### SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL CONDITIONS UNIFORM RENTAL AND CLEANING SERVICES

##### 1. Scope of Work:

**Purpose:** The purpose of this invitation to Bid (IFB) is to solicit bids from qualified firms to perform uniform rental and cleaning services for the City of Palm Springs.

**Background:** The City of Palm Springs has seven different divisions that have employees that are required to wear uniforms during the performance of their work duties (this does **not** include either the Police or Fire Departments). The City provides for each employee to have a clean uniform to wear each day while at work. A few employees do cross over from one department to another which require their uniforms to be different and will split their required uniform count to accommodate their job requirements. Not all employees wear a complete uniform (Shirt & Pants/shorts) based on their job requirements. Some employees only require shirts.

**Scope of Work:** The Contractor shall furnish uniforms on a rental basis, uniform cleaning services and pickup/delivery services for all participating City Divisions/locations listed, and any additional City Divisions/locations that the City from time to time may designate.

The Contractor shall do any and all work and furnish all management supervision, labor, materials, equipment, tools and appurtenances necessary for the performance and completion of the contract in a manner called for herein and to the satisfaction of the City.

2. **Uniform Specifications:** The Contractor shall understand and agree that each new uniform shall consist of one (1) shirt and one (1) pair of trousers OR shorts, as described below.

2.1 Shirts: shall be regular style with short or long sleeves (City's option), two pockets with buttons, and City's choice of solid color (white or various shades of blue).

2.2 Trousers: shall be City employees' choice of "jean," "straight" cut or flex pant with elastic waist gathers on two sides. Trousers shall be vat dyed and sanforized with zipper fly, double stitched seat seams, bar tacked at points of stress, hemmed, not cuffed, City's choice of color(s).

2.3 Patches: shall be dacron/cotton blend sanforized and embroidered of matching color.

2.4 Name and division emblems: shall be 1 ½ " x 3 ½ " and shall be sewn onto the uniform shirt above the pocket. A 4" round City seal emblem shall be sewn on the left shoulder. Employee names and divisions will be furnished to the Contractor within five (5) days of award of Contract.

2.5 Fabric: shall be the City's option of 65% dacron/35% cotton or 100% cotton. The City reserves the right to designate which employee shall be outfitted with which fabric on an

individual basis. Divisions may have a portion of their employees in blends and a portion in 100% cotton.

2.6 Coveralls: shall be City employee's choice of blend or 100% cotton.

3. **Proper Fit:** The Contractor must individually measure each City employee to assure the uniforms to be supplied will fit properly. Following initial delivery, each employee shall have an opportunity to secure adjustments to make certain his/her personal requirements are being met. Contractor shall contact each employee within seven (7) days of initial delivery to check for proper fit.
4. **Starting Inventory:** The City's work week is a four (4) day work schedule. The Contractor shall begin the Contract period by furnishing nine (9) uniforms per employee which must consist of nine (9) long or short sleeve shirts (whichever is appropriate as described herein) and nine (9) pair of trousers or shorts.
5. **Specifications for Uniform Rental and Cleaning Services:**

5.1 Pickup and Delivery: All garments are to be maintained in a clean condition, satisfactory to the City. The Contractor shall deliver laundered garments and pick-up dirty garments once a week from each location serviced. The Contractor shall launder and return clean the same number of garments turned in the previous week. The City and the Contractor shall mutually agree upon which day(s) of the week the Contractor shall pick up and deliver the uniforms.

5.2 Pressing: All blend garments may be tunnel finished and all 100% cotton garments must be pressed. Following pressing, Contractor shall protect the uniforms from wrinkling during the storage and delivery process. The City may reject any uniforms delivered with wrinkles.

5.3 Continual Replacement: Contractor shall maintain garments with a constant good appearance. Garment-for-garment replacements shall be made by Contractor as garments become worn out or are damaged beyond repair. Each uniform shall be replaced when it becomes stained, torn and/or when there is a hole in the uniform. Worn garments shall be replaced at no cost to the City. Garments damaged beyond repair shall be replaced and the City shall pay the applicable damage charge, as set forth in the Bid Proposal/Pricing page.

5.4 Repairs: Contractor shall understand and agree that repairs which are made to a uniform must be neat, of professional quality, and can only be made to a uniform's seam.

5.5 Garment Control: At the time of garment pick-up and for each City location, Contractor shall prepare a complete list of garments picked up (detailed by individual).

Prior to departure from each City location, Contractor shall acquire on the garment list prepared, the countersignature of the location's Contract Manager (or his designee) identified in Paragraph 10 of these specifications. The countersignature shall represent the City's agreement as to the accuracy of the list.

In order to facilitate comparison of the number of garments delivered to the prior week's

list of garments picked up, Contractor shall deliver garments on hangers separated by individual employees.

5.6 **Repair Tags:** Contractor shall supply each City location in the uniform program with service tags which may be affixed to any garment(s) requiring repair. Said tag must provide an opportunity for an employee to identify the nature of the required repair so that the item can be pulled for repair during the next processing cycle. Uniforms turned in tagged for repair shall be returned by Contractor repaired within the next delivery cycle or replaced with a substitute garment if the repair cannot be made to comply with the next delivery cycle.

5.7 **Condition of Materials on Delivery:** All uniforms shall be protected from precipitation and against other damage while transit. The uniforms shall be in a dry, clean and serviceable condition upon delivery. If, upon unloading, uniforms are found damaged or otherwise unsuitable, they may be rejected by the City, at no cost to the City.

If rejected, the respective Contract Manager(s) will notify the Contractor and will forward an affidavit descriptive of all such damages to the Contractor. The uniforms will be reloaded onto the same carrier's truck for return to the Contractor or for other disposition as the Contractor sees fit.

5.8 **New Employees:** New employees shall be supplied with uniforms within seven (7) calendar days of written notification to the Contractor by the City and measurement of employee by the Contractor's representative. Such notification, including the name(s) of new employee(s), shall be given to the Contractor's Customer Service Representative (route man) at the time agreed upon for delivery/pickup at that location. The Contractor may supply used uniforms to new employees provided such uniforms are in good repair, are of proper fit, and conform to all other City specifications.

5.9 **Terminated Employees:** The City shall provide Contractor with written notification of terminated employees. Such notification, including the name(s) of such terminated employee(s), shall be given to the Contractor's Customer Service Representative (route man) at the time agreed upon for delivery/pickup at that location. Rental charges shall cease upon delivery of such notification. Concurrent with, or within ten (10) calendar days of, such notification of termination the City shall return the rental garments of the terminated employee. City will pay any lost or damaged charges on the returned garments in accordance with the provisions of the contract.

6. **Quantities:** The City is obligated during the term of the Contract to rent needed uniforms from the Contractor, and the Contractor is obligated to supply the quantities which the City requires. The City reserves the right to increase or decrease the number of employees served, at the unit rental rates per the Bid Proposal/Pricing page. The quantities stated herein in "Special Conditions: Supplement A", are given as a general guide for bidding and are NOT guaranteed amounts, but they do represent the best estimate of the City based on most recent usage.

7. **Delivery:** The delivery of all uniforms associated with the Contract shall be F.O.B. Destination to any City facility location.

8. **Delivery and pick-up, City facility locations:** The uniforms, as allocated, shall be delivered and

picked up at the following City facility locations on a weekly basis:

<u>DEPARTMENT/DIVISION</u>	<u>ADDRESS</u>
Aviation: Custodial Maintenance, Grounds Maintenance, Maintenance Tech	3400 Tahquitz Canyon Way Palm Springs, CA 92262
Recreation/Parks/Streets Facilities Maint., Fleet Op.	425 N. Civic Drive Palm Springs, CA 92262

9. **Contract Manager(s):** The Contract will be performed under the direction and supervision of the following Contract Managers for their respective City facility location:

<u>CONTRACT MANAGER</u>	<u>DEPARTMENT</u>	<u>PHONE NUMBER</u>
Bud Riffle	Airport Operations	760-318-3846
Patrick Sweeney	Facilities/Streets/Fleet/Parks	760-323-8170

Any reference to the Contract Manager in the contract shall mean the respective and appropriate Contract Manager or his designated representative.

10. **City Inspectors:** City Inspectors (Contract Inspectors) are the Contract Managers and shall inspect all work done and all materials furnished. Such inspections may extend to all or any part of the work and to the preparation, furnishing or cleaning of the uniforms to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Contractor to any failure of the work or Uniforms to conform to the contract. He/she will have the authority to reject uniforms or to suspend the work until the questions at issue can be referred to and decided by the Contract Officer.
11. **Lost Charge:** The City understands and agrees that all rental garments remain the property of the Contractor; therefore, if a uniform is lost or stolen, a charge will be recovered by the Contractor. Lost and stolen charges are to be charged at the unit prices identified on the pricing pages of these Bid documents. The Contractor shall identify the employee responsible for any loss and identify the date said loss occurred. Notification to the City of any losses must be made by the Contractor in a timely manner to provide an opportunity for the City to identify problem areas and to take corrective action.
12. **Damage Charges:** The Contractor shall accept all normal wear and tear free of charge. In the event that a garment is damaged in a situation other than normal wear and tear, the City understands and accepts the fact that a damage charge will be assessed. Damage charges are to be identified on the pricing pages of these Bid documents.
13. **Additional Charges:** Charges identified on the pricing pages of these Bid documents shall be inclusive of any and all charges for rental, cleaning, delivery, pickup and any other service necessary for performance of the contract. No additional charges for uniform rental, cleaning, pickup and delivery will be honored by the City.
14. **Correction of the Work:** The Contractor shall promptly remove from the City facility locations all Work rejected by the respective Contract Manager for failure to comply with the contract,



whether incorporated in the delivery or pickup count or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without additional expense to the City.

If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the respective Contract Manager may remove such Work, store the materials, and replace the rejected Work with another Contractor's Work and deduct charges therefore from monies due or to become due to the Contractor.

**15. Warranty:** The Contractor shall expressly represent, warrant and agree that all uniforms for rental and/or cleaning services or Work provided or performed on or off City premises relative to this Contract will:

- A. Conform in all respects to the City's specifications, requirements or other descriptions;
- B. Be fit for the purpose or purposes of intended use;
- C. Conform to all applicable local, State, and Federal laws and regulations;
- D. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

Additionally, any usage statement, guarantee, or warranty stated in the Contractor's Bid relating to uniform rental and cleaning services, or Work will be superseded by the terms and conditions stated in the contract or in their absence by the following:

- E. If said uniform rental and cleaning services or Work which is found to be defective in material, workmanship or design fails or is found to be nonconforming with the terms and conditions of the Agreement on any exchange date after the date of commencement of the Agreement, it shall, at the City's option, be repaired or replaced by the Contractor at absolutely no expense to the City.
- F. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance. Upon request, the Contractor will supply the city with documents satisfactory to it, evidencing the absence of such liens, encumbrances, claims and security interests.

**16. Public Access:** The Contractor shall at all times conduct the Work in such a manner so as to ensure the least obstruction to traffic practicable. The convenience of the general public and the City employees shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times.

**17. Parking:** the Contractor's representatives may only park or leave their vehicle(s) in areas designated by the respective Contract Managers.

**18. Uniform Disposition Upon Contract Expiration/Termination:** Upon expiration of the Agreement term, or termination of the Agreement, the City will not "buy-out" uniforms that are in service. All uniforms that are in service will be returned to the Contractor in an "as-is" condition, with no additional cost to the City for normal wear and tear. Upon return of garments the City will pay any lost or damaged charges that apply.

**19. Samples:** Contractor shall submit samples of uniforms, representative of the uniforms to be supplied under the Contract. These samples must be submitted within 14 calendar days after Notice of Award. All samples must be tagged with the Contract Number and the Contractor's name. The Contractor shall submit for City approval male and female samples, where applicable, of the following items: One Shirt; One Pair of Trousers; One Pair of Shorts; One Coverall; One City Seal Emblem; One Name Emblem; and One Division Emblem.

The City may retain or destroy articles of the uniforms or the uniforms submitted as samples for the purpose of determining Contract compliance with specifications throughout the duration of the Contract by testing. The City will be free from any redress of claim on the part of the Contractor as a result of such actions. Upon notification by the City that a sample is available for return, it should be retrieved within 30 days or the City will not be responsible for the disposition of said sample.

**20. Inspection:** The City reserves the right to tour the Contractor's plant and inspect Work in progress, receiving, holding, and shipping areas to insure to the City's satisfaction that Work is being performed in accordance with the City's Specifications. Such inspection(s) may take place prior to award of the Contract or at any time during the term of the Contract.

**EXHIBIT "B"**

**COPY OF CITY'S INVITATION FOR BID**

**INVITATION FOR BID**

**IFB 14-06 (RE-BID FROM IFB 13-13)**

**FOR PROVIDING UNIFORM RENTAL AND CLEANING SERVICES**

INDEX:

<b><u>THIS INVITATION FOR BID CONSISTS OF THE FOLLOWING:</u></b>	<b><u>PAGE</u></b>
CONTENTS.....	1
NOTICE INVITING BIDS.....	2
BIDDER'S CHECK LIST.....	3
TERMS & CONDITIONS.....	4-7
SCOPE OF WORK, SPECIFICATIONS, & SPECIAL CONDITIONS.....	8-14
SPECIAL CONDITIONS SUPPLEMENT "A".....	15-16
ATTACHMENT "A" <u>MUST BE MANUALLY SIGNED</u> .....	17
BID PROPOSAL/PRICING, PAGE 19 <u>MUST BE MANUALLY SIGNED</u> .....	18-21
AFFIDAVIT OF NON-COLLUSION.....	22
INFORMATION REQUIRED OF BIDDER.....	23-24
BID BOND FORM.....	25
EXHIBIT "A" - SAMPLE CONTRACT SERVICES AGREEMENT.....	26-50

**NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.**

**STREET ADDRESS:**

**Division of Procurement & Contracting  
3200 Tahquitz Canyon Way, Palm Springs, CA 92262**

**DATE DUE: THURSDAY, NOVEMBER 21, 2013  
TIME DUE: 3:00 PM LOCAL TIME**

**BIDDER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**CITY OF PALM SPRINGS, CALIFORNIA**  
**NOTICE INVITING BIDS**  
**IFB 14-06 (RE-BID FROM IFB 13-13)**

NOTICE IS HEREBY GIVEN that the City of Palm Springs, California, is soliciting bids from qualified firms to provide:

**Uniform Rental and Cleaning Services for City employees at various delivery and pick-up locations in the City of Palm Springs.**

The City requires the contractor to provide all labor, materials, and supervision necessary for the initial measurement and set-up of each uniformed employee and the rental and cleaning services for their uniforms for the duration of the contract period.

Bids will be received until **3:00 P.M. LOCAL TIME, THURSDAY, NOVEMBER 21, 2013**, at the Office of Procurement & Contracting, 3200 Tahquitz Canyon Drive, Palm Springs, CA., at which time they will be publicly opened and read in the Procurement Office. Said Bids will be referred to the City Council for consideration at their next regularly scheduled meeting.

No Bid will be considered unless it is made on a bid form furnished by the City. Bids must be submitted in sealed envelopes and either hand delivered at the address above, or mailed to: City of Palm Springs, Procurement and Contracting Division, 3200 E. Tahquitz Canyon Way, Palm Springs, California 92262.

Each Bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form and made payable to the City Of Palm Springs in the amount of two thousand five hundred dollars (\$2,500.00). Such guaranty shall be forfeited should the Bidder to whom the Work is awarded fail to furnish

**OBTAINING IFB DOCUMENTS AND REGISTRATION AS A BIDDER:** The IFB documents may be downloaded via the internet at [www.palmspringsca.gov](http://www.palmspringsca.gov) (go to Government, Departments, Procurement, Open Bids & Proposals). If you are interested in submitting a Bid, it is **IMPERATIVE** that you contact Leigh Gileno, Procurement Specialist II, via email at [Leigh.Gileno@palmspringsca.gov](mailto:Leigh.Gileno@palmspringsca.gov) to officially register as a Bidder for this specific project with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the Bid. Note: You may also register your firm in the City's on-line general vendor database system while on the website, but you **MUST** still contact Leigh Gileno as instructed above to register as a Bidder for this specific IFB 14-06.

The City of Palm Springs reserves the right to reject any or all Bids and to waive any informality or technical defect in a Bid. It is the responsibility of the Bidder to see that any Bid sent through the mail shall have sufficient time to be received by the Procurement Office prior to Bid opening time. Late Bids will be returned to the Bidder unopened. The receiving time in the Procurement Office will be the governing time for acceptability of Bids. Telegraphic and telephonic Bids will not be accepted

*Leigh Gileno*

Procurement Specialist II

Date: October 21, 2013

**CITY OF PALM SPRINGS, CALIFORNIA**  
**INVITATION FOR BIDS NO. 14-06**  
**BIDDER'S CHECK LIST**

**I GENERAL INSTRUCTIONS TO BIDDERS:**

Bidders are advised that notwithstanding any instructions or inferences elsewhere in this Invitation to Bid only the documents shown and detailed on this sheet need be submitted with and made part of their Bid. Other documents may be required to be submitted after the Bid opening time and date, but prior to Award. Bidders are hereby advised that failure to submit the documents shown and detailed on this sheet MAY RENDER THE BID NON-RESPONSIVE.

**II REQUIRED DOCUMENTS FOR BID SUBMITTAL:**

**BIDS MAY NOT BE CONSIDERED** if the following documents and/or attachments are not completely filled out and submitted with the Bid.

**NOTE: ONLY THOSE ITEMS MARKED BY AN "X" ARE REQUIRED.**

- X Index, Page 1, to the Invitation for Bids must be manually signed.
- X Bid Proposal/Pricing, Page 18 and 21, must be manually signed.
- X Attachment "A" Signature Authorization Page, Page 17 must be signed
- X Erasures or other changes made to the Bid Proposal/Pricing Page must be initialed by the person signing the Bid.
- X Affidavit of Non-Collusion by Contractor form, Page 22, must be notarized and signed by a Notary Public.
- X Information Required of Bidders, including reference information, Pages 23-24, must be completed.
- X Bid Bond, Certified Check, Cashier's Check, Money Order or Cash shall be submitted with the Bid in the amount indicated. Page 25 must be executed and notarized as indicated, if applicable.
- X All Addenda issued shall be acknowledged in the space provided in Attachment "A" page or by manually signing the Addenda sheet and submitting it prior to the Bid Opening Time and Date. Failure to acknowledge all addenda may render your Bid non-responsive.

**CITY OF PALM SPRINGS**  
**TERMS AND CONDITIONS**

1. Bids must be submitted on Bid forms supplied by the Procurement & Contracting Office in a sealed envelope showing on the outside the name of the Bidder, Bid title, Bid number and date of opening.
2. Bids submitted may be withdrawn by written request received before the hour set for the opening. After that time, Bids may not be withdrawn by the Bidder for a period of ninety (90) days and at no time after award of Bid.
3. The City of Palm Springs reserves the right to award to the lowest responsive responsible bidder or to reject all bids, as it may best serve the interests of the City. Furthermore, the City reserves the right to reject the Bid of any Bidder who previously failed to perform properly, or complete on time, agreements of a similar nature, or to reject the Bid of a Bidder who is not in a position to perform such an agreement satisfactorily.
4. The City reserves the right to reject any or all Bids and to waive any informality or technical defect in a Bid, as it may best serve the interests of the City. The City also reserves the right to make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations in the bid documents and to complete the Work contemplated therein.
5. The decision of the Palm Springs City Council will be final. It is anticipated that City Council will award the bid at their regularly scheduled meeting following the closing date for receipt of bids.
6. Bidder's signed proposal and written acceptance by the City shall constitute an agreement.
7. Submission of a signed Bid will be interpreted to mean that Bidder has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Invitation for Bid.
8. The price quoted by the bidder in his proposal shall include any sales or use tax levied by the California Revenue and Taxation Code, and shall be exclusive of Federal Excise Taxes pursuant to the exemption of political subdivisions in the "Revenue Act of 1935" or any other acts of Congress.
9. When discrepancies occur between unit prices and extended amounts the unit prices shall govern.
10. Bidder will be required to file an Affidavit of Non-Collusion with their Bid. This shall be signed and sworn before a Notary Public with a commission in the State of California.
11. Successful Bidder will be required to be licensed in accordance with the Palm Springs Municipal Code, Chapter 3.40 through 3.96 entitled Business Tax.
12. **NO BIDDER WILL BE ALLOWED TO OFFER MORE THAN ONE PRICE ON EACH ITEM** even though bidder may believe that two or more types will meet the specifications. If said bidder should submit more than one price on any item, all prices for the item may be rejected at the discretion of the City.

13. **Basis of Award:** The City reserves the right to award to the lowest responsive and responsible bidder based on either a line item amount basis or total lump sum amount bid, or to reject all bids, as it may best serve the interests of the City.
14. Successful Bidder will be required to meet all City insurance requirements. See Contract Services Agreement (Exhibit A), section 5.0.
15. **Questions** - Bidders, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this IFB other than as directed below. Contact with anyone other than as directed below **will** be cause for rejection of a bid.

**ANY** questions, technical or otherwise, pertaining to this Invitation to Bid **must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno, Procurement Specialist II  
Procurement Department  
3200 E. Tahquitz Canyon Way, Palm Springs, CA 92262  
(760) 322-8374  
Email: [Leigh.Gileno@palmspringsca.gov](mailto:Leigh.Gileno@palmspringsca.gov)

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of Addenda, mailed or delivered to all parties recorded as having received the Bid Documents. **The deadline for questions is TUESDAY, NOVEMBER 12, 2013 AT 3:00 P.M.** Questions received after the deadline may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

16. It is understood that the material/services offered by the Bidder will meet all requirements of the specifications in this Invitation unless deviations thereto are clearly indicated in an attachment titled "Deviations from Specifications" submitted and signed by Bidder's authorized representative. In order for the Bid to be considered, an explanation must be made for each item in which a deviation is indicated, giving in detail the extent of, and reason for, the deviation. **The City shall be the sole judge as whether or not a deviation is acceptable. Furthermore, the City shall be the sole judge as to whether an item is an approved "equal" where "or equal" or "equivalent" is indicated.**
17. **Bid Security:** Each bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form herein and made payable to the City of Palm Springs in the amount of two thousand five hundred dollars (\$2,500.00). Such guaranty shall be forfeited should the Bidder to whom the Contract is awarded fail to furnish the required proof of insurance, bonds and to enter into a contract with the City within the period of time specified in the IFB documents. Securities may be substituted for retained funds, if applicable, per Public Contract Code Section 22300.
18. The requirement of a Performance Bond has been waived.
19. **Notice of Award:** After award of the Bid by the Palm Springs City Council if necessary, a Notice of Award letter and/or Purchase Order will be issued to the successful Bidder.

20. The Bidder agrees that the City has the right to make the final determination as to whether the material/services has been satisfactorily delivered and meets acceptance criteria as defined in the Bid documents.
21. **Delivery:** Time is of the essence in the performance of the work and delivery of the material/services. The bidder must indicate on the Bid Proposal page the time required for delivery and installation, in number of calendar days, after receipt of order (ARO). Delivery/ Installation may be a factor in award of bid and may be cause for rejection, as determined by the City.
22. **Termination for Default:** The City may, by written notice of default to the vendor, terminate any resulting order in whole or in part should the vendor fail to make satisfactory progress, fail to deliver within time specified therein or fail to deliver in strict conformance to specifications and requirements set forth therein. In the event of such termination, the City reserves the right to purchase or obtain the supplies or services elsewhere, and the defaulting vendor shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price. If, after notice of termination of this contract under the provisions of this clause, it's determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
23. **Termination for Convenience:** The City may, by written notice stating the extent and effective date terminate any resulting order for convenience in whole or in part, at any time. The City shall pay the vendor as full compensation for performance until such termination the unit or pro rate price for the delivered and accepted portion, and a reasonable amount, as costs of termination, not otherwise recoverable from other sources by the vendor as approved by the City, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price. In no event shall the City be liable for any loss of profits on the resulting order or portion thereof so terminated. The rights and remedies of City provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under resulting order.
24. **Fiscal Year:** Obligation for payment of any contract beyond the current fiscal year end is contingent upon the availability of funding from which payment can be made. No legal liability shall arise for payment beyond June 30 of the calendar year unless funds are made available for such performance.
25. **Governing Law:** This contract shall be construed and interpreted according to the laws of the State of California.
26. **Local Preference.** Pursuant to the City of Palm Springs Local Preference Ordinance 1756, the term "Local Business" is defined as a vendor, contractor, or Contractor who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or bid opening date, from which the vendor, contractor, or Contractor operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.



In the bidding of, or letting for procurement of, supplies, materials, and equipment, as provided in Ordinance No. 1756, the City may give a preference to Local Businesses in making such purchase or awarding such contract in an amount not to exceed five (5%) percent of the Local Business' total bid price, or \$15,000, whichever amount is lower. Total bid price shall include only the base bid price but also adjustments to that base bid price resulting from alternates requested in the Solicitation.

In order for a Local Business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment "A") and provide a copy of its current business license from a jurisdiction in the Coachella Valley.**

27. **Payment Terms** - The standard terms at the City of Palm Springs are Net 30 days.

CITY OF PALM SPRINGS, CALIFORNIA  
INVITATION FOR BIDS NO. 14-06

**SCOPE OF WORK, SPECIFICATIONS, AND SPECIAL CONDITIONS**  
**UNIFORM RENTAL AND CLEANING SERVICES**

**1. Scope of Work:**

**Purpose:** The purpose of this invitation to Bid (IFB) is to solicit bids from qualified firms to perform uniform rental and cleaning services for the City of Palm Springs.

**Background:** The City of Palm Springs has seven different divisions that have employees that are required to wear uniforms during the performance of their work duties (this does **not** include either the Police or Fire Departments). The City provides for each employee to have a clean uniform to wear each day while at work. A few employees do cross over from one department to another which require their uniforms to be different and will split their required uniform count to accommodate their job requirements. Not all employees wear a complete uniform (Shirt & Pants/shorts) based on their job requirements. Some employees only require shirts.

**Scope of Work:** The Contractor shall furnish uniforms on a rental basis, uniform cleaning services and pickup/delivery services for all participating City Divisions/locations listed, and any additional City Divisions/locations that the City from time to time may designate.

The Contractor shall do any and all work and furnish all management supervision, labor, materials, equipment, tools and appurtenances necessary for the performance and completion of the contract in a manner called for herein and to the satisfaction of the City.

**2. Uniform Specifications:** The Contractor shall understand and agree that each new uniform shall consist of one (1) shirt and one (1) pair of trousers OR shorts, as described below.

- 2.1 Shirts: shall be regular style with short or long sleeves (City's option), two pockets with buttons, and City's choice of solid color (white or various shades of blue).
- 2.2 Trousers: shall be City employees' choice of "jean," "straight" cut or flex pant with elastic waist gathers on two sides. Trousers shall be vat dyed and sanforized with zipper fly, double stitched seat seams, bar tacked at points of stress, hemmed, not cuffed, City's choice of color(s).
- 2.3 Patches: shall be dacron/cotton blend sanforized and embroidered of matching color.
- 2.4 Name and division emblems: shall be 1 ½ " x 3 ½ " and shall be sewn onto the uniform shirt above the pocket. A 4" round City seal emblem shall be sewn on the left shoulder. Employee names and divisions will be furnished to the Contractor within five (5) days of award of Contract.

2.7 Fabric: shall be the City's option of 65% dacron/35% cotton or 100% cotton. The City reserves the right to designate which employee shall be outfitted with which fabric on an individual basis. Divisions may have a portion of their employees in blends and a portion in 100% cotton.

2.8 Coveralls: shall be City employee's choice of blend or 100% cotton.

3. **Proper Fit:** The Contractor must individually measure each City employee to assure the uniforms to be supplied will fit properly. Following initial delivery, each employee shall have an opportunity to secure adjustments to make certain his/her personal requirements are being met. Contractor shall contact each employee within seven (7) days of initial delivery to check for proper fit.

4. **Starting Inventory:** The City's work week is a four (4) day work schedule. The Contractor shall begin the Contract period by furnishing nine (9) uniforms per employee which must consist of nine (9) long or short sleeve shirts (whichever is appropriate as described herein) and nine (9) pair of trousers or shorts.

5. **Specifications for Uniform Rental and Cleaning Services:**

5.1 Pickup and Delivery: All garments are to be maintained in a clean condition, satisfactory to the City. The Contractor shall deliver laundered garments and pick-up dirty garments once a week from each location serviced. The Contractor shall launder and return clean the same number of garments turned in the previous week. The City and the Contractor shall mutually agree upon which day(s) of the week the Contractor shall pick up and deliver the uniforms.

5.2 Pressing: All blend garments may be tunnel finished and all 100% cotton garments must be pressed. Following pressing, Contractor shall protect the uniforms from wrinkling during the storage and delivery process. The City may reject any uniforms delivered with wrinkles.

5.3 Continual Replacement: Contractor shall maintain garments with a constant good appearance. Garment-for-garment replacements shall be made by Contractor as garments become worn out or are damaged beyond repair. Each uniform shall be replaced when it becomes stained, torn and/or when there is a hole in the uniform. Worn garments shall be replaced at no cost to the City. Garments damaged beyond repair shall be replaced and the City shall pay the applicable damage charge, as set forth in the Bid Proposal/Pricing page.

5.4 Repairs: Contractor shall understand and agree that repairs which are made to a uniform must be neat, of professional quality, and can only be made to a uniform's seam.

5.5 Garment Control: At the time of garment pick-up and for each City location, Contractor shall prepare a complete list of garments picked up (detailed by individual).

Prior to departure from each City location, Contractor shall acquire on the garment list prepared, the countersignature of the location's Contract Manager (or his designee) identified in Paragraph 10 of these specifications. The countersignature shall represent the City's agreement as to the accuracy of the list.

In order to facilitate comparison of the number of garments delivered to the prior week's list of garments picked up, Contractor shall deliver garments on hangers separated by individual employees.

5.6 **Repair Tags:** Contractor shall supply each City location in the uniform program with service tags which may be affixed to any garment(s) requiring repair. Said tag must provide an opportunity for an employee to identify the nature of the required repair so that the item can be pulled for repair during the next processing cycle. Uniforms turned in tagged for repair shall be returned by Contractor repaired within the next delivery cycle or replaced with a substitute garment if the repair cannot be made to comply with the next delivery cycle.

5.7 **Condition of Materials on Delivery:** All uniforms shall be protected from precipitation and against other damage while transit. The uniforms shall be in a dry, clean and serviceable condition upon delivery. If, upon unloading, uniforms are found damaged or otherwise unsuitable, they may be rejected by the City, at no cost to the City.

If rejected, the respective Contract Manager(s) will notify the Contractor and will forward an affidavit descriptive of all such damages to the Contractor. The uniforms will be reloaded onto the same carrier's truck for return to the Contractor or for other disposition as the Contractor sees fit.

5.8 **New Employees:** New employees shall be supplied with uniforms within seven (7) calendar days of written notification to the Contractor by the City and measurement of employee by the Contractor's representative. Such notification, including the name(s) of new employee(s), shall be given to the Contractor's Customer Service Representative (route man) at the time agreed upon for delivery/pickup at that location. The Contractor may supply used uniforms to new employees provided such uniforms are in good repair, are of proper fit, and conform to all other City specifications.

5.9 **Terminated Employees:** The City shall provide Contractor with written notification of terminated employees. Such notification, including the name(s) of such terminated employee(s), shall be given to the Contractor's Customer Service Representative (route man) at the time agreed upon for delivery/pickup at that location. Rental charges shall cease upon delivery of such notification. Concurrent with, or within ten (10) calendar days of, such notification of termination the City shall return the rental garments of the terminated employee. City will pay any lost or damaged charges on the returned garments in accordance with the provisions of the contract.

6. **Quantities:** The City is obligated during the term of the Contract to rent needed uniforms from the Contractor, and the Contractor is obligated to supply the quantities which the City requires. The City reserves the right to increase or decrease the number of employees served, at the unit rental rates per the Bid Proposal/Pricing page. The quantities stated herein in "Special Conditions: Supplement A", are given as a general guide for bidding and are NOT guaranteed amounts, but they do represent the best estimate of the City based on most recent usage.

- 7. **Delivery:** The delivery of all uniforms associated with the Contract shall be F.O.B. Destination to any City facility location.
- 8. **Delivery and pick-up, City facility locations:** The uniforms, as allocated, shall be delivered and picked up at the following City facility locations on a weekly basis:

<u>DEPARTMENT/DIVISION</u>	<u>ADDRESS</u>
Aviation: Custodial Maintenance, Grounds Maintenance, Maintenance Technicians	3400 Tahquitz Canyon Way Palm Springs, CA 92262
Recreation/Parks/Streets Facilities Maintenance, Fleet Op.	425 N. Civic Drive Palm Springs, CA 92262

- 9. **Contract Manager(s):** The Contract will be performed under the direction and supervision of the following Contract Managers for their respective City facility location:

<u>CONTRACT MANAGER</u>	<u>DEPARTMENT</u>	<u>PHONE NUMBER</u>
Administrator	Airport Operations	to be determined
Administrator	Facilities/Streets/Fleet/Parks	to be determined

Any reference to the Contract Manager in the contract shall mean the respective and appropriate Contract Manager or his designated representative.

- 10. **City Inspectors:** City Inspectors (Contract Inspectors) are the Contract Managers and shall inspect all work done and all materials furnished. Such inspections may extend to all or any part of the work and to the preparation, furnishing or cleaning of the uniforms to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Contractor to any failure of the work or Uniforms to conform to the contract. He/she will have the authority to reject uniforms or to suspend the work until the questions at issue can be referred to and decided by the Contract Officer.
- 11. **Lost Charge:** The City understands and agrees that all rental garments remain the property of the Contractor; therefore, if a uniform is lost or stolen, a charge will be recovered by the Contractor. Lost and stolen charges are to be charged at the unit prices identified on the pricing pages of these Bid documents. The Contractor shall identify the employee responsible for any loss and identify the date said loss occurred. Notification to the City of any losses must be made by the Contractor in a timely manner to provide an opportunity for the City to identify problem areas and to take corrective action.
- 12. **Damage Charges:** The Contractor shall accept all normal wear and tear free of charge. In the event that a garment is damaged in a situation other than normal wear and tear, the City understands and accepts the fact that a damage charge will be assessed. Damage charges are to be identified on the pricing pages of these Bid documents.
- 13. **Additional Charges:** Charges identified on the pricing pages of these Bid documents shall be inclusive of any and all charges for rental, cleaning, delivery, pickup and any other service necessary for performance of the contract. No additional charges for uniform rental, cleaning, pickup and delivery will be honored by the City.

**14. Correction of the Work:** The Contractor shall promptly remove from the City facility locations all Work rejected by the respective Contract Manager for failure to comply with the contract, whether incorporated in the delivery or pickup count or not, and the Contractor shall promptly replace and re-execute the work in accordance with the contract and without additional expense to the City.

If the Contractor does not take action to remove such rejected Work within ten (10) days after receipt of written notice, the respective Contract Manager may remove such Work, store the materials, and replace the rejected Work with another Contractor's Work and deduct charges therefore from monies due or to become due to the Contractor.

**15. Warranty:** The Contractor shall expressly represent, warrant and agree that all uniforms for rental and/or cleaning services or Work provided or performed on or off City premises relative to this Contract will:

- A. Conform in all respects to the City's specifications, requirements or other descriptions;
- B. Be fit for the purpose or purposes of intended use;
- C. Conform to all applicable local, State, and Federal laws and regulations;
- D. Be of good quality, merchantable, of good workmanship, of materials best suited for the intended purposes, and free from defects of any kind or nature whatsoever.

Additionally, any usage statement, guarantee, or warranty stated in the Contractor's Bid relating to uniform rental and cleaning services, or Work will be superseded by the terms and conditions stated in the contract or in their absence by the following:

- E. If said uniform rental and cleaning services or Work which is found to be defective in material, workmanship or design fails or is found to be nonconforming with the terms and conditions of the Agreement on any exchange date after the date of commencement of the Agreement, it shall, at the City's option, be repaired or replaced by the Contractor at absolutely no expense to the City.
- F. All items delivered or supplied hereunder will be free and clear of all liens, encumbrances, claims and security interests of whatever nature and substance. Upon request, the Contractor will supply the city with documents satisfactory to it, evidencing the absence of such liens, encumbrances, claims and security interests.

**16. Public Access:** The Contractor shall at all times conduct the Work in such a manner so as to ensure the least obstruction to traffic practicable. The convenience of the general public and the City employees shall be provided for in an adequate and satisfactory manner. Fire hydrants shall be kept accessible to fire apparatus at all times.

**17. Parking:** the Contractor's representatives may only park or leave their vehicle(s) in areas designated by the respective Contract Managers.

**18. Uniform Disposition Upon Contract Expiration/Termination:** Upon expiration of the Agreement term, or termination of the Agreement, the City will not "buy-out" uniforms that are in service. All uniforms that are in service will be returned to the Contractor in an "as-is" condition, with no additional cost to the City for normal wear and tear. Upon return of garments the City will pay any lost or damaged charges that apply.

19. **Samples:** Contractor shall submit samples of uniforms, representative of the uniforms to be supplied under the Contract. These samples must be submitted within 14 calendar days after Notice of Award. All samples must be tagged with the Contract Number and the Contractor's name. The Contractor shall submit for City approval male and female samples, where applicable, of the following items: One Shirt; One Pair of Trousers; One Pair of Shorts; One Coverall; One City Seal Emblem; One Name Emblem; and One Division Emblem.

The City may retain or destroy articles of the uniforms or the uniforms submitted as samples for the purpose of determining Contract compliance with specifications throughout the duration of the Contract by testing. The City will be free from any redress of claim on the part of the Contractor as a result of such actions. Upon notification by the City that a sample is available for return, it should be retrieved within 30 days or the City will not be responsible for the disposition of said sample.

20. **Inspection:** The City reserves the right to tour the Contractor's plant and inspect Work in progress, receiving, holding, and shipping areas to insure to the City's satisfaction that Work is being performed in accordance with the City's Specifications. Such inspection(s) may take place prior to award of the Contract or at any time during the term of the Contract.

**SPECIAL CONDITIONS:**

1. **Project Coordinator:** The Contractor will be required to assign a Project Coordinator to the Contract. This individual represents and has full authority to act for the Contractor and shall be the City's key contact throughout the duration of the Contract. A space is provided on the Information Required of Bidder page for the Project Coordinator to be named with a telephone number for contact with the respective Contract Manager(s).
2. **Bidder Qualifications:** In order to be considered for award, each Bidder must submit with their Bid the "Information Required of Bidder", pages 22-23, completed in full.
3. **Bid Security:** Each bid must be accompanied by cash, a certified or cashier's check or Bidder's bond on the prescribed form herein and made payable to the City of Palm Springs in the amount of two thousand five hundred dollars (\$2500.00). Such guaranty shall be forfeited should the Bidder to whom the Contract is awarded fail to furnish the required proof of insurance, bonds and to enter into a contract with the City within the period of time specified in the IFB documents. Securities may be substituted for retained funds, if applicable, per Public Contract Code Section 22300.
4. **Business License:** The successful bidder will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".
5. **Term Of Contract:** The term of this Contract will be for (3) three years from date of award, with two (2) one (1) year renewal options upon mutual consent of the Contract Administrator and the Contractor.

- A. Option to Renew: At the sole discretion of the City, the Contract may be renewed for two additional years or any portion thereof. If the City exercises its option to extend, the unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.
  - B. Contract Services Agreement: The successful bidder will be required to sign a Contract Services Agreement in a form acceptable to the City. A sample of such an Agreement is attached as an Exhibit "A" herein.
  - C. Schedule of Work - The Contractor shall furnish to the City Representative a detailed work schedule showing how the Contractor will accomplish the Contract requirements. This work schedule shall indicate the number of personnel, tasks to be performed by each person and the amount of time necessary to accomplish the work. The schedule shall be kept throughout the duration of the Contract, and shall be modified and re-submitted to the City Representative as required. Any work to be performed not conforming to this schedule shall be approved by the City Representative prior to such occurrence.
  - D. Adjustment of Services - The City reserves the right to reduce or increase, or otherwise adjust the scope of services.
7. **Pricing:** Prices to remain firm for initial contract period of (3) three years; and two (1) one year renewal options upon mutual consent of the City and the Contractor. The unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.
8. **Payment:** For all services which the Contractor is obligated to perform under the Contract, the City shall pay to the Contractor a monthly price per facility/cost center per appropriate unit prices as set forth in the Contract.

Payment shall be made by cost center upon submittal of a detailed Monthly Statement to the respective Contract Manager(s) of the City of Palm Springs. The Contractor shall submit a detailed Monthly Statement for each cost center. The cost centers are listed in Specifications, 1, C. Said Statements shall be submitted within the two weeks following the end of a billing period defined as a calendar month.

Prior to the City payment of the Monthly Statements, the respective Contract Manager(s) shall review and approve payment based on the satisfactory completion of service. Payment shall be issued within thirty days of receipt of an accurate monthly statement (Net 30).

9. **Award Of Bid:** The Bid will be awarded to the lowest responsive and responsible Bidder based on the grand total lump sum price for the initial set-up and 3 year term of all uniform rentals and cleaning services submitted on the Bid Pricing Page of this document.



Responsibility of a bidder will be determined by the City based on each bidders experience and references. The City will be the sole judge with respect to the responsiveness and responsibility of each bidder.

**10. Performance and Payment Bond:** The requirement for a Performance and Payment Bond is hereby waived for this Contract.

**11. Time Is Of The Essence:** Time is of the essence in performance of the work.

**SPECIAL CONDITIONS:**

**SUPPLEMENT "A"**

**ESTIMATED CITY RENTAL USAGE AND CLEANING BY  
NUMBER OF EMPLOYEES PER DEPARTMENT/DIVISION  
AND  
CONTENT/TYPE OF UNIFORM REQUIRED  
(SUBJECT TO CHANGE AT CITY'S DISCRETION)**

**SHIRTS & POLO SHIRTS**

<b>Department/ Division</b>	<b>No. of Uniformed Employees</b>	<b>Blend</b>	<b>Cotton</b>	<b>Hi Visibility Shirts</b>	<b>Polo Shirts</b>
<b>Aviation Dept:</b> Custodial Maint. Grounds Maint. Maintenance Tech.	23	0	0	13	13
<b>Parks Dept:</b> Downtown Maint. Parks Maint.	14	3	0	0	10 (Provided by City – launder only)
<b>Facilities Maintenance</b>	10	2	8	0	0
<b>Fleet Operations</b>	6	5	1	0	0
<b>Street Maintenance</b>	8	0	8	0	0
(Uniform for Temp Employee)	1				
<b>Shirt Totals:</b>	<b>62</b>	<b>10</b>	<b>17</b>	<b>13</b>	<b>23</b> (10 Polo shirts provided by the City.)

**EXECUTIVE PANTS, TROUSERS AND/OR SHORTS**

<b>Department/ Division</b>	<b>No. of Uniformed Employees</b>	<b>Blend</b>	<b>Cotton/ Executive</b>	<b>Shorts</b>
<b>Aviation Dept:</b> Custodial Maint. Grounds Maint. Maintenance Tech.	23	14	12	1
<b>Parks Dept:</b> Downtown Maint. Parks Maint.	14	0	13	8
<b>Facilities Maintenance</b>	10	0	7	3
<b>Fleet Operations</b>	6	5	0	1
<b>Street Maintenance</b>	8	0	6	5
<b>Trouser and/or Shorts Totals:</b>	<b>61</b>	<b>19</b>	<b>38</b>	<b>18</b>

**COVERALLS, SEAT COVERS, MATS, MOPS & HANDLES**

<b>Department/ Division</b>	<b>No. of Uniformed Employees</b>	<b>Blend Coveralls</b>	<b>Seat Covers/ Fender Covers</b>	<b>Mats/ Mops &amp; Handles</b>
Aviation/ Maintenance	7	7	0	4
Parks	0	0	0	0
Facilities Maintenance	3	3 (6 ea)	0	0
Fleet Operations	2	2	4 Fender Cov.	2 Mats
<b>Totals:</b>	<b>12</b>	<b>12</b>	<b>4</b>	<b>2</b>

**NOTES:**

- 65% Dacron Polyester/ 35% Cotton Blend
- Some Employees Cross over into other departments requiring them to split their uniforms, resulting in discrepancy in number of employees verses number of garments. See "Background" on page 8.
- Rental on a bulk basis only/ usage may be annual, seasonal or as outerwear with turn-in on an irregular and /or infrequent basis

**ATTACHMENT "A"**  
**IFB 14-06 (RE-BID FROM IFB 13-13)**

**UNIFORM RENTAL AND CLEANING SERVICES**

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR BID\***

**SIGNATURE AUTHORIZATION**

NAME OF PROPOSER/FIRM:

\_\_\_\_\_

A. I hereby certify that I have the authority to offer this bid to the City of Palm Springs 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 bid.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

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/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation

2. My tax identification number is: \_\_\_\_\_

**CHECK IF THE FOLLOWING STATEMENT APPLIES:**

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). **Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.**

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your bid. Failure to acknowledge the Addenda issued may result in your bid being deemed non-responsive.

**In the space provided below, please acknowledge receipt of each Addendum:**

**Addendum(s) # \_\_\_\_\_ is/are hereby acknowledged.**

**INVITATION FOR BID  
IFB 14-06 (RE-BID FROM IFB 13-13)**

**UNIFORM RENTAL AND CLEANING SERVICES  
BID PRICING PAGES**

Responding to the Invitation for Bid 14-06 for UNIFORM RENTAL AND CLEANING SERVICES, dated MAY 2, 2013, the Bidder proposes and agrees to provide the required services in good faith and as per customary market/trade quality in accordance with the General Conditions and Instructions for Bidders, Specifications and Special Conditions. The Bidder shall provide the herein specified Uniform Rental and Cleaning Services to the various City of Palm Springs' delivery and pick-up locations and will accept as full payment therefore the following unit prices:

Item #	Tax=T No Tax= NT T or NT?	Uniform Personnel Uniform Rental & Cleaning Description of Service	Employee Count		Total Inventory		Unit Price	Weekly Extension
1		Blend Shirts	10	X	9	X	\$	\$
2		Cotton Shirts	17	X	9	X	\$	\$
3		Polo Shirts	13	X	9	X	\$	\$
4		Hi-Visibility Shirt: Short Sleeve	11	X	9	X	\$	\$
5		Hi-Visibility Shirt: Long Sleeve	3	X	9	X	\$	\$
6		Blended Blue/Gray Pants	19	X	9	X	\$	\$
7		Blended Shorts	2	X	9	X	\$	\$
8		Cotton Blue Pants	26	X	9	X	\$	\$
9		Cotton Blue Shorts	16	X	9	X	\$	\$
10		Executive Pants	12	X	9	X	\$	\$
11		Blend Coveralls	7	X	9	X	\$	\$
12		Cleaning Only of City Owned Polo Shirts	10	X	9	X	\$	\$
							Total/ Week	\$
					Total/ Week x 52	=	Annual	\$
					Annual x 3	=	3 Year Term	\$

Item#	Tax=T No Tax= NT T or NT?	Miscellaneous Equipment	Estimated Quantity		Unit Price Per Week		Monthly Extension
13		Soil Bins	5	X	\$	=	\$
14		Hanger Rack	3	X	\$	=	\$
15		3 X 5 Mats	2	X	\$	=	\$
16		5 X 10 Mats	4	X	\$	=	\$
					Monthly Total		\$
					Total \$ Month X 12	=	Annual: \$
					Annual x 3	=	3 Year Term: \$

**INVITATION FOR BID  
IFB 14-06 (RE-BID FROM IFB 13-13)  
BID PRICING PAGES (Continued)**

Item #	Tax=T No Tax= NT T or NT?	Initial 1 x Set-Up Charges Description of Service	Estimated Quantity		Unit Price		Extension
17		Set-up charge for Initial Installation & measurement per employee	62	X	\$	=	\$
18		Name Patches *for INITIAL Set-up Only (52 employees x 9 patches)	468	X	\$	=	\$
19		Department Patches *for INITIAL set-up only (approximately 52 employees x 9 patches)	468	X	\$	=	\$
20		City Emblems *for INITIAL set-up only (approximately 52 employees x 9 emblems)	468	X	\$	=	\$
					<b>Subtotal:</b>	=	\$

**\*\*When discrepancies occur between unit prices and extended amounts the unit prices shall govern.**

**GRAND TOTAL LUMP SUM PRICE FOR 3 YEAR TERM: (in figures) Items 1 through 16**

\$ \_\_\_\_\_

**(in words):**

\_\_\_\_\_ **dollars**

**EMPLOYEE COUNT AND GARMENT SELECTION CHANGES DURING CONTRACT TERM:** Due to the inability to predict future employee count and employee garment selection changes during the term of the agreement, the Contract Administrator, Director of Maintenance and Facilities, shall have the authorization to approve any additions or deletions from the employee count as well as any changes in garment selections made by employees without formally amending the agreement. All garment prices shall be per the Unit Prices as reflected on these Bid Pricing pages, subject to the CPI discussed below.

It is understood and agreed that this Bid may not be withdrawn until ninety (90) days from the date of the opening thereof, and at no time after award of Bid. Prices to remain firm for initial contract period of (3) three years; and two (1) one year renewal options upon mutual consent of the City and the Contractor. The unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.

\_\_\_\_\_  
**NAME OF BIDDER (PERSON, FIRM, CORP)**

\_\_\_\_\_  
**ADDRESS (STREET AND P.O. IF APPLICABLE)**

\_\_\_\_\_  
**SIGNATURE OF PERSON AUTHORIZED  
TO SIGN THIS PROPOSAL**

\_\_\_\_\_  
**CITY, STATE, ZIP CODE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TELEPHONE AND FAX NUMBER**

**IFB 14-06 (RE-BID FROM IFB 13-13)**  
**BID PRICING PAGES (Continued)**

Item #	Tax=T No Tax= NT T or NT?	After Initial Set-Up Charges Description of Service	Unit Price
21		Set-up charge for New Installation & measurement per new employee	\$
22		Name Patches <i>*AFTER initial set-up</i>	\$
23		Department Patches <i>*AFTER initial set-up only</i>	\$
24		City Emblems <i>*AFTER initial set-up only</i>	\$

Item #	Tax=T No Tax= NT T or NT?	Change Out Fees Description of Service	Unit Price
25		Change out Fee per Item <i>*For exchanges in Size or Style (i.e.: Trousers to shorts, long sleeve to short sleeve)</i> <i>*No Fee is to be charged for exchanges due to worn-out garments.</i>	\$

Item #	Tax=T No Tax= NT T or NT?	Oversize Fee for XXL and Up Description of Service	Unit Price
26		Upcharge for larger sizes above XL	\$

Item #	Tax=T No Tax= NT T or NT?	Casualty Charges Description of Service	Unit Price
27		Blend Shirts <i>*Lost/Stolen/ or Damaged</i>	\$
28		Cotton Shirts <i>*Lost/Stolen/ or Damaged</i>	\$
29		Blend Trousers or Shorts <i>*Lost/Stolen/ or Damaged</i>	\$
30		Cotton Trousers or Shorts <i>*Lost/Stolen/ or Damaged</i>	\$
31		Blend Coveralls <i>*Lost/Stolen/ or Damaged</i>	\$

*Prices above for Lost/Stolen or Damaged garments shall be the same, regardless of time in service.*

Note; It is requested of all Bidders to complete the second column, indicating a "T" for Taxable or "NT" for Non-Taxable. Once substantiated, this will eliminate potential invoicing discrepancies for the duration of the contract. Specialized or custom patches will be priced at the time of request.

The Bidder offers this Bid with the understanding and agreement to begin full service by Monday, January 1, 2014 at 8:00AM local time (subject to change by the City). It is further understood and agreed that any Bid submitted in response to this Invitation for Bids may not be withdrawn until Ninety (90) calendar days from the Bid Opening date and time.

**Invitation for Bid (IFB) 14-06  
UNIFORM RENTAL AND CLEANING SERVICES**

**BID PRICING PAGES (Continued)**

Name of Bidder (Company/Firm): \_\_\_\_\_

Authorized Representative of Bidder (print Name and Title): \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

California State Business License Numbers(s) & Registrations(s): \_\_\_\_\_

Explain in detail how damage charges are assessed and calculated. Include amortization notes over contract duration of three (3) firm, fixed pricing years and by life of garment: \_\_\_\_\_

State response time for repairs to uniforms after notification by City tagging and pickup by Contractor: \_\_\_\_\_

State Bidder availability for on-site problem resolution and /or City requested conferences in terms of distance to be traveled or time to respond: \_\_\_\_\_

Please describe proposed methodology to resolve individual usage, inventory, wear or appearance problems: \_\_\_\_\_



NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND  
SUBMITTED WITH PROPOSAL

State of California )  
 ) ss.  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE \_\_\_\_\_  
ORGANIZATION \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
\_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES: \_\_\_\_\_

**CITY OF PALM SPRINGS  
UNIFORM RENTAL AND CLEANING SERVICES (IFB 14-06)**

**Information Required of Bidder**

**NO PROPOSAL WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT.** Bidder is required to supply the following:

1. Contractor/Firm Name and Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Name and Title of person authorized to negotiate a contract for the firm:  
 \_\_\_\_\_

3. Telephone Number: \_\_\_\_\_ (FAX) \_\_\_\_\_

4. E-mail address: \_\_\_\_\_

5. Type of Firm:     Individual     Partnership     Corporation     Other \_\_\_\_\_

6. Corporation organized under the laws of the State of \_\_\_\_\_

7. Business License No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. _____	_____	_____	_____
b. _____	_____	_____	_____
c. _____	_____	_____	_____
d. _____	_____	_____	_____
e. _____	_____	_____	_____

9. List the name, title, and telephone of the person ("Project Coordinator") who will supervise full-time the work of this Contract for your firm: \_\_\_\_\_  
\_\_\_\_\_
10. Number of years in this type of business: \_\_\_\_\_
11. Response Time, if applicable: \_\_\_\_\_

**(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)**

EXHIBIT "C"

CONTRACTOR'S PROPOSAL

INVITATION FOR BID

IFB 14-06 (RE-BID FROM IFB 13-13)

FOR PROVIDING UNIFORM RENTAL AND CLEANING SERVICES

INDEX:

<u>THIS INVITATION FOR BID CONSISTS OF THE FOLLOWING:</u>	<u>PAGE</u>
CONTENTS.....	1
NOTICE INVITING BIDS.....	2
BIDDER'S CHECK LIST.....	3
TERMS & CONDITIONS.....	4-7
SCOPE OF WORK, SPECIFICATIONS, & SPECIAL CONDITIONS.....	8-14
SPECIAL CONDITIONS SUPPLEMENT "A".....	15-16
ATTACHMENT "A" <u>MUST BE MANUALLY SIGNED</u> .....	17
BID PROPOSAL/PRICING, PAGE 19 <u>MUST BE MANUALLY SIGNED</u> .....	18-21
AFFIDAVIT OF NON-COLLUSION.....	22
INFORMATION REQUIRED OF BIDDER.....	23-24
BID BOND FORM.....	25
EXHIBIT "A" - SAMPLE CONTRACT SERVICES AGREEMENT.....	26-50

NO RESPONSIBILITY WILL ATTACH TO ANY OFFICER FOR THE PREMATURE OPENING OF, OR THE FAILURE TO OPEN, A BID NOT PROPERLY ADDRESSED AND IDENTIFIED.

**STREET ADDRESS:**

Division of Procurement & Contracting  
3200 Tahquitz Canyon Way, Palm Springs, CA 92262

DATE DUE: THURSDAY, NOVEMBER 21, 2013  
TIME DUE: 3:00 PM LOCAL TIME

BIDDER'S NAME: Prudential Overall Supply  
ADDRESS: 81780 Trader Place  
Indio, CA 92201  
PHONE: 760-342-0645  
SIGNATURE: [Handwritten Signature]

**SPECIAL CONDITIONS:**

**SUPPLEMENT "A"**

**ESTIMATED CITY RENTAL USAGE AND CLEANING BY  
NUMBER OF EMPLOYEES PER DEPARTMENT/DIVISION  
AND  
CONTENT/TYPE OF UNIFORM REQUIRED  
(SUBJECT TO CHANGE AT CITY'S DISCRETION)  
IFB 14-06 (RE-BID FROM IFB 13-13)**

**SHIRTS & POLO SHIRTS**

Department/ Division	No. of Uniformed Employees	Blend	Cotton	Hi Visibility Shirts	Polo Shirts
<b>Aviation Dept:</b> Custodial Maint. Grounds Maint. Maintenance Tech.	23	0	0	13	13
<b>Parks Dept:</b> Downtown Maint. Parks Maint.	14	3	0	0	10 (Provided by City – launder only)
<b>Facilities Maintenance</b>	10	2	8	0	0
<b>Fleet Operations</b>	6	5	1	0	0
<b>Street Maintenance</b>	8	0	8	0	0
(Uniform for Temp Employee)	1				
<b>Shirt Totals:</b>	<b>62</b>	<b>10</b>	<b>17</b>	<b>13</b>	<b>23</b> (10 Polo shirts provided by the City.)

**EXECUTIVE PANTS, TROUSERS AND/OR SHORTS**

Department/ Division	No. of Uniformed Employees	Blend	Cotton/ Executive	Shorts
<b>Aviation Dept:</b> Custodial Maint. Grounds Maint. Maintenance Tech.	23	14	12	1
<b>Parks Dept:</b> Downtown Maint. Parks Maint.	14	0	13	8
<b>Facilities Maintenance</b>	10	0	7	3
<b>Fleet Operations</b>	6	5	0	1
<b>Street Maintenance</b>	8	0	6	5
<b>Trouser and/or Shorts Totals:</b>	<b>61</b>	<b>19</b>	<b>38</b>	<b>18</b>

**COVERALLS, SEAT COVERS, MATS, MOPS & HANDLES**

Department/ Division	No. of Uniformed Employees	Blend Coveralls	Seat Covers/ Fender Covers	Mats/ Mops & Handles
Aviation/ Maintenance	7	7	0	4
Parks	0	0	0	0
Facilities Maintenance	3	3 (6 ea)	0	0
Fleet Operations	2	2	4 Fender Cov.	2 Mats
<b>Totals:</b>	<b>12</b>	<b>12</b>	<b>4</b>	<b>2</b>

**NOTES:**

- 65% Dacron Polyester/ 35% Cotton Blend
- Some Employees Cross over into other departments requiring them to split their uniforms, resulting in discrepancy in number of employees verses number of garments. See "Background" on page 8.
- Rental on a bulk basis only/ usage may be annual, seasonal or as outerwear with turn-in on an irregular and /or infrequent basis

ATTACHMENT "A"  
IFB 14-06 (RE-BID FROM IFB 13-13)

UNIFORM RENTAL AND CLEANING SERVICES

**\*NOTE: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR BID\***

SIGNATURE AUTHORIZATION

NAME OF PROPOSER/FIRM:

Prudential Overall Supply

A. I hereby certify that I have the authority to offer this bid to the City of Palm Springs 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 bid.

  
SIGNATURE

NICK MIRANDIA  
PRINT NAME

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/my company as:

An individual;  
 A partnership, Partners' names: \_\_\_\_\_  
\_\_\_\_\_

A company;  
 A corporation

2. My tax identification number is: 95-1535681

**CHECK IF THE FOLLOWING STATEMENT APPLIES:**

My firm/company is a Local Business (Licensed within the jurisdiction of the Coachella Valley). Copy of current business license from a jurisdiction within the Coachella Valley is required to be attached to this document in order to request the Local Preference.

**ADDENDA ACKNOWLEDGMENT:**

Acknowledgment of Receipt of any Addenda issued by the City for this IFB is required by including the acknowledgment with your bid. Failure to acknowledge the Addenda issued may result in your bid being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addendum:  
Addendum(s) # 0 is/are hereby acknowledged.

# CITY OF INDIO

## BUSINESS LICENSE CERTIFICATE

License Number **13-00016756**

License Class **DISTRIBUTION**

License-Sub-Class

**PRUDENTIAL OVERALL SUPPLY**  
81780 TRADER PL

INDIO CA 92201

Business Location Address  
81780 TRADER PL  
INDIO CA 92201

RVSD

Valid from **October 01, 2012**

Expires **October 01, 2013**

Please Post in a Conspicuous Place

By *Deborah A. Calhoun*  
Business License Officer

Not valid unless signed by City of Indio Business License Officer



**INVITATION FOR BID  
IFB 14-06 (RE-BID FROM IFB 13-13)**

**UNIFORM RENTAL AND CLEANING SERVICES**

**BID PRICING PAGES**

Responding to the Invitation for Bid 14-06 for UNIFORM RENTAL AND CLEANING SERVICES, dated MAY 2, 2013, the Bidder proposes and agrees to provide the required services in good faith and as per customary market/trade quality in accordance with the General Conditions and Instructions for Bidders, Specifications and Special Conditions. The Bidder shall provide the herein specified Uniform Rental and Cleaning Services to the various City of Palm Springs' delivery and pick-up locations and will accept as full payment therefore the following unit prices:

Item #	Tax=T No Tax= NT T or NT?	Uniform Personnel Uniform Rental & Cleaning Description of Service	Employee Count		Total Inventory		Unit Price	Weekly Extension
1	NT	Blend Shirts	10	X	9	X	\$ .16	\$ 14.40
2	NT	Cotton Shirts	17	X	9	X	\$ .17	\$ 26.01
3	NT	Polo Shirts	13	X	9	X	\$ .23	\$ 26.91
4	NT	Hi-Visibility Shirt: Short Sleeve	11	X	9	X	\$ .23	\$ 22.77
5	NT	Hi-Visibility Shirt: Long Sleeve	3	X	9	X	\$ .23	\$ 6.21
6	NT	Blended Blue/Gray Pants	19	X	9	X	\$ .16	\$ 27.36
7	NT	Blended Shorts	2	X	9	X	\$ .16	\$ 2.88
8	NT	Cotton Blue Pants	26	X	9	X	\$ .17	\$ 39.78
9	NT	Cotton Blue Shorts	16	X	9	X	\$ .17	\$ 24.48
10	NT	Executive Pants	12	X	9	X	\$ .23	\$ 24.84
11	NT	Blend Coveralls	7	X	9	X	\$ .33	\$ 20.79
12	NT	Cleaning Only of City Owned Polo Shirts	10	X	9	X	\$ .33	\$ 29.70
							Total/ Week	\$ 266.13
							Total/ Week x 52	= Annual \$ 13,838.76
							Annual x 3	= 3 Year Term \$ 41,516.28

Item #	Tax=T No Tax= NT T or NT?	Miscellaneous Equipment	Estimated Quantity		Unit Price Per Week		Monthly Extension	
13	NT	Soil Bins	5	X	\$ 0	=	\$ 0	
14	NT	Hanger Rack	3	X	\$ 0	=	\$ 0	
15	NT	3 X 5 Mats	2	X	\$ 2.25	=	\$ 19.35	
16	NT	5 X 10 Mats	4	X	\$ 6.50	=	\$ 111.80	
							Monthly Total	\$ 131.15
							Total \$ Month X 12	= Annual: \$ 1,573.80
							Annual x 3	= 3 Year Term: \$ 4,721.40

**INVITATION FOR BID  
IFB 14-06 (RE-BID FROM IFB 13-13)  
BID PRICING PAGES (Continued)**

Item #	Tax=T No Tax= NT T or NT?	Initial 1 x Set-Up Charges Description of Service	Estimated Quantity		Unit Price		Extension
17	NT	Set-up charge for Initial Installation & measurement per employee	62	X	\$ 0.00	=	\$ 0
18	NT	Name Patches *for INITIAL Set-up Only (52 employees x 9 patches)	468	X	\$ 0.00	=	\$ 0
19	NT	Department Patches *for INITIAL set-up only (approximately 52 employees x 9 patches)	468	X	\$ 0.00	=	\$ 0
20	NT	City Emblems *for INITIAL set-up only (approximately 52 employees x 9 emblems)	468	X	\$ 0.00	=	\$ 0
					<b>Subtotal:</b>	=	\$ 0

**\*\*When discrepancies occur between unit prices and extended amounts the unit prices shall govern.**

**GRAND TOTAL LUMP SUM PRICE FOR 3 YEAR TERM: (in figures) Items 1 through 16**

\$ 46,237.68

(In words):

Forty six thousand two hundred thirty seven and sixty eight one hundred dollars

**EMPLOYEE COUNT AND GARMENT SELECTION CHANGES DURING CONTRACT TERM:**

Due to the inability to predict future employee count and employee garment selection changes during the term of the agreement, the Contract Administrator, Director of Maintenance and Facilities, shall have the authorization to approve any additions or deletions from the employee count as well as any changes in garment selections made by employees without formally amending the agreement. All garment prices shall be per the Unit Prices as reflected on these Bid Pricing pages, subject to the CPI discussed below.

It is understood and agreed that this Bid may not be withdrawn until ninety (90) days from the date of the opening thereof, and at no time after award of Bid. Prices to remain firm for initial contract period of (3) three years; and two (1) one year renewal options upon mutual consent of the City and the Contractor. The unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.

Prudential Overall Supply  
NAME OF BIDDER (PERSON, FIRM, CORP)

Michael Miranda  
SIGNATURE OF PERSON AUTHORIZED  
TO SIGN THIS PROPOSAL

Corporate Sales Representative  
TITLE

81780 Trader Place  
ADDRESS (STREET AND P.O. IF  
APPLICABLE)

Indio, CA 92201  
CITY, STATE, ZIP CODE

760-342-0645 760-342-5797  
TELEPHONE AND FAX NUMBER

**IFB 14-06 (RE-BID FROM IFB 13-13)  
 BID PRICING PAGES (Continued)**

Item #	Tax=T No Tax= NT T or NT?	After Initial Set-Up Charges Description of Service	Unit Price
21	NT	Set-up charge for New Installation & measurement per new employee	\$ 1.00
22	NT	Name Patches *AFTER initial set-up	\$ 1.00
23	T	Department Patches *AFTER initial set-up only	\$ 1.00
24	T	City Emblems *AFTER initial set-up only	\$ 1.00

Item #	Tax=T No Tax= NT T or NT?	Change Out Fees Description of Service	Unit Price
25	NT	Change out Fee per Item *For exchanges in Size or Style (i.e.: Trousers to shorts, long sleeve to short sleeve) *No Fee is to be charged for exchanges due to worn-out garments.	\$ 1.00

Item #	Tax=T No Tax= NT T or NT?	Oversize Fee for XXL and Up Description of Service	Unit Price
26	NT	Upcharge for larger sizes above XL	\$ 0.00

Item #	Tax=T No Tax= NT T or NT?	Casualty Charges Description of Service	Unit Price
27	NT	Blend Shirts *Lost/Stolen/ or Damaged	\$ 11.00
28	NT	Cotton Shirts *Lost/Stolen/ or Damaged	\$ 14.00
29	NT	Blend Trousers or Shorts *Lost/Stolen/ or Damaged	\$ 14.00
30	NT	Cotton Trousers or Shorts *Lost/Stolen/ or Damaged	\$ 17.00
31	NT	Blend Coveralls *Lost/Stolen/ or Damaged	\$ 25.77

Prices above for Lost/Stolen or Damaged garments shall be the same, regardless of time in service.

Note; It is requested of all Bidders to complete the second column, indicating a "T" for Taxable or "NT" for Non-Taxable. Once substantiated, this will eliminate potential invoicing discrepancies for the duration of the contract. Specialized or custom patches will be priced at the time of request.

The Bidder offers this Bid with the understanding and agreement to begin full service by Monday, January 1, 2014 at 8:00AM local time (subject to change by the City). It is further understood and agreed that any Bid submitted in response to this Invitation for Bids may not be withdrawn until Ninety (90) calendar days from the Bid Opening date and time.

Invitation for Bid (IFB) 14-06  
UNIFORM RENTAL AND CLEANING SERVICES

BID PRICING PAGES (Continued)

Name of Bidder (Company/Firm): Prudential Overall Supply  
Authorized Representative of Bidder (print Name and Title): NICK MIRANDA  
Corporate Sales Representative  
Authorized Signature: [Signature] Date: 11/20/13  
California State Business License Numbers(s) & Registrations(s): \_\_\_\_\_

Explain in detail how damage charges are assessed and calculated. Include amortization notes over contract duration of three (3) firm, fixed pricing years and by life of garment: If garment is turned in as a damage, we normally depreciate that garment by 1% per month from that garment's installation date. Ex: 1<sup>st</sup> month blue shirt \$11.00 3<sup>rd</sup> year = 36% = \$7.84 to be charged.

State response time for repairs to uniforms after notification by City tagging and pickup by Contractor: If a simple repair is required, the time needed to be repaired is only 5 business days. The employee will have the repaired garment on the next scheduled service day.

State Bidder availability for on-site problem resolution and /or City requested conferences in terms of distance to be traveled or time to respond: If an issue arises which your CSR cannot immediately handle, we can have someone there from our Indio facility in as little as 20 minutes since we are located only 19.2 miles away (per Google Maps).

Please describe proposed methodology to resolve individual usage, inventory, wear or appearance problems: If inventory becomes issue we can have a physical count done for that wear and order garments as necessary. If wear/appearance is an issue we can post physical samples of each grade of uniform at the City's locations to determine standard of acceptable appearance and sizing.

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY OFFEROR AND  
SUBMITTED WITH PROPOSAL

State of California )  
County of Riverside ) ss.

I, Nick Miranda, being first duly sworn, deposes and says that he or she is Corporate Sales Representative of Prudential Overall Supply the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER: Prudential Overall Supply  
BY: Nick Miranda  
TITLE Corporate Sales Representative  
ORGANIZATION Prudential Overall Supply  
ADDRESS 81780 Trader Place  
Indio, CA 92201  
Nick Miranda

SUBSCRIBED AND SWORN TO BEFORE ME THIS 21 DAY OF November, 2013.

**SEE ATTACHED CERTIFICATE**

NOTARY PUBLIC IN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES: May 24, 2014

# California Jurat Loose Certificate

State of California

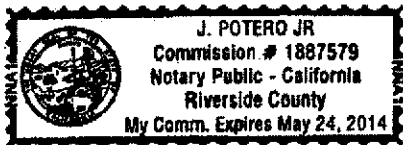
County of Riverside

Subscribed and sworn to (or affirmed) before me on this 21 day of November, 2013, by NICK MORANDA

Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature



*Now - Collusion Affidavit to be executed by affiant and submitted with proposal*

**CITY OF PALM SPRINGS  
UNIFORM RENTAL AND CLEANING SERVICES (IFB 14-06)**

**Information Required of Bidder**

**NO PROPOSAL WILL BE CONSIDERED UNLESS THIS DOCUMENT IS COMPLETED IN FULL. ALL APPLICABLE ITEMS MUST BE FILLED OUT.** Bidder is required to supply the following:

1. Contractor/Firm Name and Address: Prudential Overall Supply  
81780 Trader Place  
INDRO, CA 92201
2. Name and Title of person authorized to negotiate a contract for the firm:  
JAY BOYER - General Manager
3. Telephone Number: 760-342-0645 (FAX) 760-342-5797
4. E-mail address: JayB@pos-clean.com
5. Type of Firm:  Individual  Partnership  Corporation  Other \_\_\_\_\_
6. Corporation organized under the laws of the State of CA.
7. Business License No. 13-00016756 Expiration Date: 10/1/13  
(new license in the mail)
8. List at least five (5) current contracts/references which are similar to the requirements in this IFB.

Contract \$ Amount	Contract Term	Account Name & Address	Contact Person & Phone Number
a. \$1,300	60 mos	Coachella Valley Water Dist 85-955 Ave S Coachella 92236	Cindy Romero 760-388-2666/2425
b. \$300	60 mos	City of Blythe - Public Works 440 S. Main Blythe CA 92225	Jim Rodkey 760-922-6611
c. \$300	60 mos	City of Cathedral City 68700 Avenida Lalo Guerrero Cat City 92234	Carlos Rodriguez 760-770-8390
d. \$600	36 mos	Carrefusion, Inc 1100 Bird Drive Palm Springs	Fred Buchmiller 760-778-7200
e. \$2,000	36 mos	Casino Morongo 49500 Seminole Drive Cabazon CA 92230	Carrie Schwartz <del>760</del> 951-755-5652

9. List the name, title, and telephone of the person ("Project Coordinator") who will supervise full-time the work of this Contract for your firm: TOM STILLWALON  
Service Center Manager - 760-342-0645

10. Number of years in this type of business: 31

11. Response Time, if applicable: 30 minutes - 24 hours depending on circumstance

(USE THE SPACE BELOW AND ADDITIONAL PAGES IF NECESSARY)



BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That Prudential Overall Supply  
as Principal, and Fidelity and Deposit Company of Maryland as Surety, are held  
and firmly bound unto The City of Palm Springs, hereinafter called the "City" in the sum of:

\$2,500.00 Two Thousand Five Hundred Dollars dollars

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under  
the bidding schedule(s) of the City's Contract Documents entitled:

**IFB 14-06, Uniform Rental Cleaning Services**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into  
a written Agreement on the form of agreement bound with said Contract Documents, furnishes  
the required Certificates of Insurance, and furnishes the required Performance Bond and  
Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety  
shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be  
fixed by the court.

SIGNED AND SEALED, this 20th day  
of November, 20 13

Prudential Overall Supply (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

Fidelity and Deposit Company of Maryland (SEAL)  
(Principal)  
(Surety)

By: TARA W. MEALOR  
(Signature)

By: Tara W. Mealer, Attorney-in-Fact

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)



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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by JAMES M. CARROLL, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Mary Y. VOLMAR, Vicki NOBINGER, Sandra WARD, Loretta M. JONES, Carolyn E. WHEELER, Novetta M. ANDERSON, Kellie A. TURNER, Brian W. MCCARTER and Tara W. MEALER, all of Knoxville, Tennessee, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of September, A.D. 2013.

ATTEST:

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



*Gregory E. Murray*

By \_\_\_\_\_  
Assistant Secretary  
Gregory E. Murray

*James M. Carroll*

Vice President  
James M. Carroll

State of Maryland  
City of Baltimore

On this 4th day of September, A.D. 2013, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*

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



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of Tennessee

County of Knox

On 11/05/2013 before me, Carolyn E. Wheeler  
(Here insert name and title of the officer)

personally appeared Tara W. Mealer

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

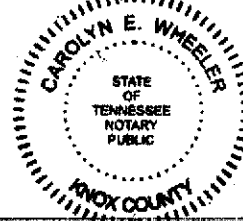
WITNESS my hand and official seal.

Carolyn E. Wheeler

Signature of Notary Public

(Notary Seal)

Commission expires: November 1, 2014



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bld Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages        Document Date       

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ◊ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ◊ Indicate title or type of attached document, number of pages and date.
  - ◊ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_  
as Principal, and \_\_\_\_\_ as Surety, are held  
and firmly bound unto The City of Palm Springs, hereinafter called the "City" in the sum of:

\$2,500.00 Two Thousand Five Hundred Dollars dollars

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these  
presents.

WHEREAS, said Principal has submitted a bid to said City to perform the Work required under  
the bidding schedule(s) of the City's Contract Documents entitled:

**IFB 14-06, Uniform Rental Cleaning Services**

NOW THEREFORE, if said Principal is awarded a contract by said City, and, within the time and  
in the manner required in the "Notice Inviting Bids" and the "Instructions to Bidders" enters into  
a written Agreement on the form of agreement bound with said Contract Documents, furnishes  
the required Certificates of Insurance, and furnishes the required Performance Bond and  
Payment Bond, then this obligation shall be null and void, otherwise it shall remain in full force  
and effect. In the event suit is brought upon this bond by said City and City prevails, said Surety  
shall pay all costs incurred by said City in such suit, including a reasonable attorney's fee to be  
fixed by the court.

SIGNED AND SEALED, this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Principal) (SEAL)

\_\_\_\_\_  
(Surety) (SEAL)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

**EXHIBIT "A"**

**SAMPLE**

**CONTRACT SERVICES AGREEMENT**

**(PROJECT NAME AND/OR CONTRACTORS NAME)**

THIS CONTRACT SERVICES AGREEMENT ( "Agreement") is entered into, and  
effective on \_\_\_\_\_, 201\_\_\_\_, between the CITY OF PALM SPRINGS, a California

**PRUDENTIAL OVERALL SUPPLY  
SCHEDULE OF PERFORMANCE FOR IFB 14-06**

**"Schedule of Work -** The Contractor shall furnish to the City Representative a detailed work schedule showing how the Contractor will accomplish the Contract requirements. This work schedule shall indicate the number of personnel, tasks to be performed by each person and the amount of time necessary to accomplish the work. The schedule shall be kept throughout the duration of the Contract, and shall be modified and re-submitted to the City Representative as required. Any work to be performed not conforming to this schedule shall be approved by the City Representative prior to such occurrence."

**Installation** – If awarded, Prudential Overall Supply will bring physical samples for each employee to try on to ensure accurate fit of garments. 2-3 people will coordinate with the designated City's Representative at each department to gather style, color, size, of uniforms and once all information is entered into our system. We will need 3-4 weeks lead time in order to meet the installation deadline. We will also have all equipment delivered on or before the deadline including lockers, hanger racks, bags, etc.  
*(30 calendar days)*

**Regular Service** – Once account is installed, your Customer Sales Representative (CSR) will arrive on each agreed upon day of the week to deliver clean merchandise and pick up the soiled uniforms from the prior week. Each garment is delivered on a hanger and is identified with a unique barcode for tracking and service purposes. Each of the City's departments will receive a weekly invoice that will be accompanied by a delivery note. The Delivery note will contain the current week's garment inventory count by employee for review by each party to ensure accurate service information.

**Holiday Schedule** – Due to some holidays throughout the year Prudential may adjust its normal service day to account for that time off. In that event a Holiday Notice will be provided to each service location informing that department's staff which alternate day the CSR will arrive for service.

**Replacements/Repairs** - Prudential's "Eye Opener Tag System" will be installed at each delivery/pick up location. The Eye Opener Tag System allows the garment wearers to place a yellow tag on any garment that needs attention and the System also explains in detail how the service works and lists the normal delivery and pick up day. The yellow tag has options for the wearer to select what function needs to be performed for those garments including repairs for buttons, seams, zippers, crotch, holes, buckles, pockets, lettering or elastic. There is also space provided on the tag should any wearer need a new size or style change after approval from City Representative. Once the yellow tag has been affixed to the garment by the wearer, the CSR will be able to collect that garment and take the appropriate action. If it is a simple repair then that garment will be returned fixed by the next delivery date. If it is a replacement then it should take 5-7 business days to have a new garment delivered.

**Complaints or Service Issues** – If a complaint arises that the CSR cannot take care of on site at time of delivery, then the Prudential will respect the notification process that was stated in the contract (10.2).  
Contact Information for Service Department: Tom Stillwagon-Service Center Manager, Alfredo Dominguez- Route Manager, Steven Acosta- Customer Sales Representative (Weekly Service Provider).



REUSABLE TEXTILES  
TRSA CERTIFIED

**ESTIMATED RENTAL COST  
WORKSHEET  
FOR  
CITY OF PALM SPRINGS**

**GARMENTS**

ITEM	POS CODE	# OF EMPLOYEES	INVENTORY	WEEKLY UNIT RATE	WEEKLY COST PER EMPLOYEE	TOTAL WEEKLY RENTAL
Industrial Shirt - Professionally Pressed	78-42-49	10	9	\$0.16	\$1.44	\$14.40
100% Cotton Shirt - Professionally Pressed	78-33-49	17	9	\$0.17	\$1.53	\$26.01
Knit Pique Shirt	77-80-56-3W	13	9	\$0.23	\$2.07	\$26.91
Hi-Visibility Shirt - Professionally Pressed	78-42-27-3R	14	9	\$0.23	\$2.07	\$28.98
Industrial Pants	73-44-44	21	9	\$0.16	\$1.44	\$30.24
100% Cotton Pants	73-33-44	42	9	\$0.17	\$1.53	\$64.26
Executive Slacks	72-64-44	12	9	\$0.23	\$2.07	\$24.84
Twill Coveralls	40-44-44	7	9	\$0.33	\$2.97	\$20.79
Customer Owned Goods - Polo Shirts - As Needed	77-80	10	9	\$0.33	\$2.97	\$29.70

**FACILITY SERVICES/TOWELING/FLATGOODS**

ITEM	POS CODE	INVENTORY	WEEKLY UNIT RATE	REPLACEMENT RATE	TOTAL WEEKLY RENTAL
Soil Bins	2703	6	\$0.00	\$11.85	\$0.00
Hanger Racks	9740	3	\$0.00	\$7.11	\$0.00
3 x 5 Appearance Mat	903x	2	\$2.25	\$52.52	\$4.50
5 x 10 Mats	900x	4	\$6.50	\$199.92	\$26.00
Soiled Laundry Lock Unit	9740	3	\$0.00	\$308.00	\$0.00

**ESTIMATED WEEKLY TOTAL \$296.63**  
**ESTIMATED ANNUAL TOTAL \$15,424.76**  
**ESTIMATED 3 YEAR TOTAL \$46,274.28**



**SERVICE RENTAL AGREEMENT**

PRUDENTIAL OVERALL SUPPLY ("PRUDENTIAL") agrees to furnish, clean, pick-up and deliver the following merchandise and CUSTOMER agrees to rent all merchandise listed below for the initial account installation and any additional merchandise ordered from PRUDENTIAL. CUSTOMER agrees to a service minimum based on the initial account installation. Prices will vary for other than weekly service.

Wearing Apparel					Other Merchandise				
Item	Rental Rate	Inventory Per Wearer	Total Wears or Items	Replacement Value	Item	Frequency	Unit Rate	Total Inventory	Replacement Value
See Addendum A & B									

**FIRST DELIVERY DATE:** \_\_\_\_\_

1. **GENERAL PURPOSE MERCHANDISE:** Merchandise rented by PRUDENTIAL is for general purpose only and is not for use in areas of flammability risk or where contact with toxic or hazardous materials is possible. If requested, CUSTOMER agrees to furnish MSDS sheets to comply with all applicable laws. Merchandise rented by Prudential is also not considered ANSV/SEA 107-1999 compliant.
2. **TERMS:** Upon approval of CUSTOMER'S credit, payment is due net 10 days end of month. All prices reflect credit for time off due to CUSTOMER / employee vacation, holiday or sickness.
3. **REPLACEMENT:** In the event of damage to wearing apparel by CUSTOMER, reasonable wear accepted, CUSTOMER will pay PRUDENTIAL'S replacement value less depreciation of 1% of replacement value for each month in service unless CUSTOMER elects Budget Protection Program. Total depreciation is not to exceed 80% of the replacement value. CUSTOMER will pay PRUDENTIAL'S replacement value for lost merchandise. In the event of damage to other merchandise or equipment by CUSTOMER, CUSTOMER will pay 75% of PRUDENTIAL'S replacement value. Budget Protection Program is a per piece insurance rate that covers all damage related charges except gross misuse.
4. **RIGHT OF CANCELLATION:** Because it would be otherwise difficult or impractical to fix the exact amount of damage to PRUDENTIAL, in the event CUSTOMER cancels or breaches this agreement for any reason, CUSTOMER will pay to PRUDENTIAL 50% of the average weekly dollar volume for the unexpired term based on the thirteen week period preceding cancellation. CUSTOMER will also pay unpaid invoices for prior services rendered and any lost or damage charges.
5. **TERM OF AGREEMENT:** In consideration of the substantial investment by PRUDENTIAL in merchandise and equipment to provide service to CUSTOMER, this agreement shall continue for eighty-four (84) months from the first delivery date specified above and will be automatically renewed for successive eighty-four (84) month terms, provided it is not terminated by either party by written notice to the other at least ninety (90) days prior to the expiration of the initial term or any renewal term. In the event of increased costs, PRUDENTIAL may, after each anniversary date of this agreement, increase its rates by the amount of the increase in the Consumer Price Index - all areas for the previous twelve months, or six percent (6%).

**GENERAL:** CUSTOMER shall pay all costs of collection and attorney's fees. PRUDENTIAL will not be liable for consequential damages resulting from its inability to perform its obligations under this agreement. CUSTOMER agrees to defend and indemnify PRUDENTIAL from any claims associated with the use of the merchandise, including any claims allegedly arising from defective merchandise. CUSTOMER agrees to pay a nonrefundable preparation fee for each garment placed in service after the original thirty (30) days installation. CUSTOMER also agrees to pay for any lettering that is requested, the environmental fee, a delivery charge, any inventory maintenance charge, or other similar standard recurring charges. Should CUSTOMER'S business identified below be sold or transferred in any way, this agreement shall remain in full force and effect and shall bind both the CUSTOMER and the purchaser.

CUSTOMER warrants that it is not contractually obligated for any of the services represented under this agreement to any other person or concern.

**PRUDENTIAL OVERALL SUPPLY**

City of Palm Springs

**Customer's Legal Name**

By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

By (Signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Its Duty Authorized: \_\_\_\_\_  
Title

Address: 425 North Civic Drive  
 City/State/Zip: Palm Springs, CA 92263  
 Phone: (760) 323-8236

For office use only:

Key Information	Weekly Volume	Service Frequency	General Manager Approval



REUSABLE TEXTILES  
TASA CERTIFIED

**ADDENDUM "A"  
PRICE STRUCTURE  
FOR  
CITY OF PALM SPRINGS**

**GARMENTS**

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Industrial Shirt - Professionally Pressed	78-42-49	\$0.16	\$11.00
100% Cotton Shirt - Professionally Pressed	78-33-49	\$0.17	\$14.00
Knit Pique Shirt	77-80-56-3W	\$0.23	\$19.55
Hi-Visibility Shirt - Professionally Pressed	78-42-27-3R	\$0.23	\$23.40
Industrial Pants	73-44-44	\$0.16	\$14.00
100% Cotton Pants	73-33-44	\$0.17	\$17.00
Executive Slacks	72-64-44	\$0.23	\$25.77
Twill Coveralls	40-44-44	\$0.33	\$25.77
Customer Owned Goods - Polo Shirts	77-80	\$0.33	N/A

**FACILITY SERVICES/TOWELING/FLATGOODS**

ITEM	POS CODE	UNIT PRICE	REPLACEMENT VALUE
Hanger Rack	9740	\$0.00	\$7.11
3 x 5 Appearance Mat	903x	\$2.25	\$62.52
5 x 10 Custom Appearance Mat	900x	\$8.50	\$199.92
Soiled Laundry Lock Unit	2703	\$0.00	\$308.00

- Budget Protection Program covers all damage, loss, set up, lettering costs and is optional at \$0.11 per garment.

**PRUDENTIAL OVERALL SUPPLY**

**CITY OF PALM SPRINGS**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This proposal is based on acceptance within 30 days of this date.*





REUSABLE TEXTILES  
TBSA CERTIFIED

ADDENDUM "B"  
SERVICE GUARANTEE  
FOR  
CITY OF PALM SPRINGS

If at any time the standard of quality for either service or merchandise does not meet industrial standards, City of Palm Springs will give PRUDENTIAL OVERALL SUPPLY written notice to correct said deficiencies. If, after sixty (60) days from the date of written notice PRUDENTIAL OVERALL SUPPLY has not corrected said deficiencies to meet industry standards, City of Palm Springs has the option to cancel the Service Rental Agreement, after paying all charges for services rendered and any lost and/or damage charges.

**PRUDENTIAL OVERALL SUPPLY**

**CITY OF PALM SPRINGS**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*This proposal is based on acceptance within 30 days of this date.*

**EXHIBIT "D"**

**SCHEDULE OF COMPENSATION  
UNIFORM RENTAL AND CLEANING SERVICES**

**BID PRICING PAGES**

Item #	Tax=T No Tax= NT T or NT?	Uniform Personnel Uniform Rental & Cleaning Description of Service	Employee Count		Total Inventory		Unit Price	Weekly Extension
1	NT	Blend Shirts	10	X	9	X	\$.16	\$14.40
2	NT	Cotton Shirts	17	X	9	X	\$.17	\$26.01
3	NT	Polo Shirts	13	X	9	X	\$.23	\$26.91
4	NT	Hi-Visibility Shirt: Short Sleeve	11	X	9	X	\$.23	\$22.77
5	NT	Hi-Visibility Shirt: Long Sleeve	3	X	9	X	\$.23	\$6.21
6	NT	Blended Blue/Gray Pants	19	X	9	X	\$.16	\$27.36
7	NT	Blended Shorts	2	X	9	X	\$.16	\$2.88
8	NT	Cotton Blue Pants	26	X	9	X	\$.17	\$39.78
9	NT	Cotton Blue Shorts	16	X	9	X	\$.17	\$24.48
10	NT	Executive Pants	12	X	9	X	\$.23	\$24.84
11	NT	Blend Coveralls	7	X	9	X	\$.33	\$20.79
12	NT	Cleaning Only of City Owned Polo Shirts	10	X	9	X	\$.33	\$29.70
							Total/ Week	\$266.13
					Total/ Week x 52	=	Annual	\$13,838.76
					Annual x 3	=	3 Year Term	\$41,516.28

Item #	Tax=T No Tax= NT T or NT?	Miscellaneous Equipment	Estimated Quantity		Unit Price Per Week		Monthly Extension
13	NT	Soil Bins	5	X	\$0.00	=	\$0.00
14	NT	Hanger Rack	3	X	\$0.00	=	\$0.00
15	NT	3 X 5 Mats	2	X	\$2.25	=	\$19.35
16	NT	5 X 10 Mats	4	X	\$6.50	=	\$111.80
					Monthly Total		\$131.15
					Total \$ Month X 12	=	Annual: \$1,573.80
					Annual x 3	=	<b>3 Year Term: \$4,721.40</b>

Item #	Tax=T No Tax= NT T or NT?	Initial 1 x Set-Up Charges Description of Service	Estimated Quantity		Unit Price		Extension
17	NT	Set-up charge for Initial Installation & measurement per employee	62	X	\$0.00	=	\$0.00
18	NT	Name Patches <i>*for INITIAL Set-up Only (52 employees x 9 patches)</i>	468	X	\$0.00	=	\$0.00
19	NT	Department Patches <i>*for INITIAL set-up only (approximately 52 employees x 9 patches)</i>	468	X	\$0.00	=	\$0.00
20	NT	City Emblems <i>*for INITIAL set-up only (approximately 52 employees x 9 emblems)</i>	468	X	\$0.00	=	\$0.00
					<b>Subtotal:</b>	=	\$0.00

**\*\*When discrepancies occur between unit prices and extended amounts the unit prices shall govern.**

**GRAND TOTAL LUMP SUM PRICE FOR 3 YEAR TERM: (in figures) Items 1 through 16**

\$ 46,237.68

(in words):

Forty Six Thousand Two Hundred thirty seven and Sixty Eight/ One Hundred dollars

**EMPLOYEE COUNT AND GARMENT SELECTION CHANGES DURING CONTRACT TERM:** Due to the inability to predict future employee count and employee garment selection changes during the term of the agreement, the Contract Administrator, Director of Maintenance and Facilities, shall have the authorization to approve any additions or deletions from the employee count as well as any changes in garment selections made by employees without formally amending the agreement. All garment prices shall be per the Unit Prices as reflected on these Bid Pricing pages, subject to the CPI discussed below.

Prices to remain firm for initial contract period of (3) three years; and two (1) one year renewal options upon mutual consent of the City and the Contractor. The unit prices shall be adjusted (decreased or increased) at the beginning of any such renewal period to correspond with the most recent annual change to the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics for the Los Angeles, Anaheim and Riverside Areas.

Item #	Tax=T	After Initial Set-Up Charges Description of Service	Unit Price
	No Tax= NT T or NT?		
21	NT	Set-up charge for New Installation & measurement per new employee	\$1.00
22	NT	Name Patches *AFTER initial set-up	\$1.00
23	NT	Department Patches *AFTER initial set-up only	\$1.00
24	NT	City Emblems *AFTER initial set-up only	\$1.00

Item #	Tax=T	Change Out Fees Description of Service	Unit Price
	No Tax= NT T or NT?		
25	NT	Change out Fee per Item *For exchanges in Size or Style (i.e.: Trousers to shorts, long sleeve to short sleeve) *No Fee is to be charged for exchanges due to worn-out garments.	\$1.00

Item #	Tax=T	Oversize Fee for XXL and Up Description of Service	Unit Price
	No Tax= NT T or NT?		
26	NT	Upcharge for larger sizes above XL	\$0.00

Item #	Tax=T	Casualty Charges Description of Service	Unit Price
	No Tax= NT T or NT?		
27	NT	Blend Shirts <i>*Lost/Stolen/ or Damaged</i>	\$11.00
28	NT	Cotton Shirts <i>*Lost/Stolen/ or Damaged</i>	\$14.00
29	NT	Blend Trousers or Shorts <i>*Lost/Stolen/ or Damaged</i>	\$14.00
30	NT	Cotton Trousers or Shorts <i>*Lost/Stolen/ or Damaged</i>	\$17.00
31	NT	Blend Coveralls <i>*Lost/Stolen/ or Damaged</i>	\$25.77

*Prices above for Lost/Stolen or Damaged garments shall be the same, regardless of time in service.*

Note; It is requested of all Bidders to complete the second column, indicating a "T" for Taxable or "NT" for Non-Taxable. Once substantiated, this will eliminate potential invoicing discrepancies for the duration of the contract. Specialized or custom patches will be priced at the time of request.

**EXHIBIT "E"**

**SCHEDULE OF PERFORMANCE**

1. **Delivery:** The delivery of all uniforms associated with the Contract shall be F.O.B. Destination to any City facility location.
2. **Delivery and pick-up, City facility locations:** The uniforms, as allocated, shall be delivered and picked up at the following City facility locations on a weekly basis:

<u>DEPARTMENT/DIVISION</u>	<u>ADDRESS</u>
Aviation: Custodial Maintenance, Grounds Maintenance, Maintenance Technicians	3400 Tahquitz Canyon Way Palm Springs, CA 92262
Recreation/Parks/Streets Facilities Maintenance, Fleet Op.	425 N. Civic Drive Palm Springs, CA 92262

3. **Contract Manager(s):** The Contract will be performed under the direction and supervision of the following Contract Managers for their respective City facility location:

<u>CONTRACT MANAGER</u>	<u>DEPARTMENT</u>	<u>PHONE NUMBER</u>
Bud Riffle	Airport Operations	760-318-3846
Patrick Sweeney	Facilities/Streets/Fleet/Parks	760-323-8170

Any reference to the Contract Manager in the contract shall mean the respective and appropriate Contract Manager or his designated representative.

4. **City Inspectors:** City Inspectors (Contract Inspectors) are the Contract Managers and shall inspect all work done and all materials furnished. Such inspections may extend to all or any part of the work and to the preparation, furnishing or cleaning of the uniforms to be used. The Inspector is not authorized to revoke, alter or waive any requirements of the contract, nor is he/she authorized to approve or accept any portion of the complete project. He/she is authorized to call the attention of the Contractor to any failure of the work or Uniforms to conform to the contract. He/she will have the authority to reject uniforms or to suspend the work until the questions at issue can be referred to and decided by the Contract Officer.