

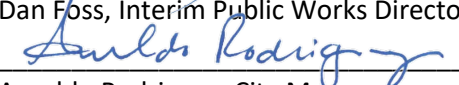


REPORT TO CITY COUNCIL

Approved by:



Dan Foss, Interim Public Works Director



Arnoldo Rodriguez, City Manager

Council Meeting of: April 6, 2022

Agenda Number: B-4

SUBJECT:

Agreement with Prudential Overall Supply for uniform rental and laundry services

RECOMMENDATION:

Adopt a resolution approving an agreement for Prudential Overall Supply to provide uniform rental and laundry services to the City

SUMMARY:

The City issued notifications regarding Request for Proposal (RFP) to provide uniform rental and laundry services in December 2021. These notifications were sent to interested vendors in the area.

Five bids were received; however, two were found to be non-responsive. An evaluation was facilitated by a review committee and it is recommended Prudential Overall Supply be selected.

DISCUSSION:

The previous service agreement for uniform rental and laundry services with Aramark Uniform Services issued in 2016 has expired. The uniform rental and laundry services are provided for departments where City staff work in the field throughout the city. Also included in this agreement is rental of mats and dust mops that are placed and serviced on a weekly basis at various city facilities.

A competitive RFP to provide uniform rental and laundry services was released on December 22, 2021, through January 28, 2022. The RFP was advertised in the Madera Tribune, posted on the City Website, and notification of the RFP was emailed to a list of five prospective bidders. Five bids were received, two were found to be non-responsive for failure to include all items requested in the proposal. An evaluation by a review committee was conducted of the three responsive and responsible bids, which included bids from:

- Cintas Corporation
- Prudential Overall Supply
- Mission Linen Supply

Evaluation scores were computed based on a weighted formula. The evaluation criteria and their respective weights are included Table 1:

Table 1: Evaluation Criteria and Maximum Evaluation Score	
<i>Criteria</i>	<i>Max. Evaluation Score</i>
Completeness of Response	Pass/Fail
Qualifications & Experience of Firm	20
References	40
Fee Schedule	40
Subtotal	100

Based on the review committee’s scoring, the team is recommending that Prudential Overall Supply be selected. Table 2 summarizes the scoring for the three bids.

Table 2: Vendor Evaluation Scores	
<i>Firm</i>	<i>Evaluation Score</i>
Cintas Corporation	428
Prudential Overall Supply	444
Mission Linen Supply	392

Staff is recommending that the initial term be for 2 years with an option to extend the agreement for 3 additional years. All prices are to remain firm for the initial two years.

It is noted that various City personnel are issued uniforms. Personnel from Public Works, Fleet, and Parks are issued attire which are distributed based on need and safety standards.

Due to a variety of reasons, the City’s rate to provide uniforms is expected to increase in comparison to current rates. This may partially be attributed to the previous contract with Aramark being implemented in 2016 and the prices had not been adjusted throughout their agreement term. Table 3 provides a summary of the current and proposed contracts.

In it also noted that the number of employees may fluctuate depending on the season and employees.

Table 3: Cost Comparison Breakdown

	<i>Aramark (Current Contract)</i>	<i>Prudential Overall Supply</i>	<i>Increase from current rate</i>	<i># of employees</i>
1. Uniform Services: Weekly Cost				
a. 5 shirts & 5 pants including name tags on shirts	\$3.35	\$4.35	\$1.00	67
b. 5 dress shirts and 5 pants	\$3.45	\$6.30	\$2.85	5
c. 5 polo shirts and 5 pants	\$4.35	\$6.94	\$2.59	4
d. 5 fire rated shirts and 5 fire rated pants Class HRC2 Arc Rating - ATPV 8.0 cal/cm2 (min)	\$8.25	\$20.61	\$12.36	4
e. 3 coveralls	\$0.65	\$1.54	\$0.89	15
2. Uniform Services: Per employee				
a. Replacement cost for shirts which are lost or damaged by employee	\$8.00	\$17.72	\$9.72	
Industrial	\$8.00	\$17.72	\$9.72	
b. Replacement cost for pants which are lost or damaged by employee	\$8.00	\$17.72	\$9.72	
Pants (Industrial)	\$9.50	\$21.21	\$11.71	
Exchange Shirts (different size)	\$1.00	\$2	\$1.00	
Exchange Pants (different size)	\$1.00	\$2	\$1.00	
3. Door Mats and Dust Mops: Weekly cost per item				
a. Floor mat: 3' x 4' (each)	\$1.50	\$2.50	\$1.00	
b. Floor mat: 4' x 6' (each)	\$2.50	\$4.00	\$1.50	
c. Floor mat: 3' x 10' (each)	\$3.25	\$5.00	\$1.75	
d. Floor Mat: 3' x 5' (each)	\$1.00	\$1.50	\$0.50	
e. Dust mop: 24" (each)	\$0.50	\$1.20	\$0.70	
f. Dust mop: 6" (each)	\$0.50	\$1.50	\$1.00	

FINANCIAL IMPACT:

This agreement is for a fixed dollar amount for each item furnished to the City with no built-in increases over the two year term. This agreement will be financed by money set aside for this purpose in the individual departmental budgets.

Historically, the price has varied greatly from month to month depending on usage. However, the monthly average bill was approximately \$3,800. With the new contract, it is projected that monthly average will increase roughly \$600, with an annual increase of \$7,000 to \$9,000. This will vary greatly depending on usage and number of employees.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

These services are not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

ALTERNATIVES:

Potential Council alternatives include not approving the proposed agreement and directing staff to find alternative means for uniforms for our employees, which may result in lack of uniformity amongst staff.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 – Uniform and Laundry Services Agreement
 - i. Exhibit A – Scope of Services
 - ii. Exhibit B – Cost Breakdown
 - iii. Exhibit C – Insurance Requirements

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT WITH PRUDENTIAL OVERALL SUPPLY FOR
UNIFORM RENTAL AND LAUNDRY SERVICES**

WHEREAS, the City has a need to secure uniform rental and laundry services from a qualified professional; and

WHEREAS, the City of Madera (City) issued a Request for Proposals (RFP) for uniform rental and laundry services; and

WHEREAS, the City received five bids, yet two were found to be non-responsive for failure to include all items requested in the RFP; and

WHEREAS, Prudential Overall Supply, has been identified as a firm having the necessary experience and qualifications to provide services under this uniform rental and laundry services Agreement; and

WHEREAS, an agreement has been prepared between the City of Madera and Prudential Overall Supply, for uniform rental and laundry services that is in the best interests of both parties.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council approves the Agreement with Prudential Overall Supply, which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Exhibit 1

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND PRUDENTIAL OVERALL SUPPLY

This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and PRUDENTIAL OVERALL SUPPLY ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider.

RECITALS

A. City has sought, by a Request for Proposals, to select a Service Provider to provide Uniform Rental and Laundry Services.

B. Service Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Service Provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.

C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.

D. City desires to retain Service Provider, and Service Provider desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, City and Service Provider agree as follows:

AGREEMENT

1. Scope of Services. Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein.

Commencement of Services; Term of Agreement. Service Provider shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on April 06, 2022, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through April 05, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed three (3) additional years,

by providing such notice to the parties as identified in Section 21 of this Agreement.

(a) Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.

(b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.

2. Compensation for Services. City shall compensate Service Provider for rendering the Services as follows:

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference.

(b) Each month Service Provider shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Service Provider contracts.

(c) City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

(d) Payment to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.

3. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship

between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider or its agents or employees perform the services under this Agreement.

4. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

5. Identity of Subcontractors and Sub-Consultants. Service Provider shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Service Provider intends to utilize in Service Provider's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Service Provider shall only employ subcontractors pre-approved by City and in no event shall Service Provider replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Service Provider shall be liable to City for the performance of Service Provider's subcontractors.

6. Subcontractor Provisions. Service Provider shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Service Provider owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Service Provider; and (c) compliance with all laws and certifications as required under this Agreement.

7. Power to Act on Behalf of City. Service Provider shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

8. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

9. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

10. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Service Provider shall also require its subcontractors to be bound to these confidentiality provisions.

11. City Name and Logo. Service Provider shall not use City's name or insignia, photographs relating to the City projects for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services

for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

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

13. City Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

14. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Service Provider.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the “breaching party”), the other party (the “terminating party”) shall have the right to terminate the Agreement by giving not less than five (5) working days’ written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Service Provider’s failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of

this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

15. Insurance. Service Provider shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Service Provider shall provide City with copies of required certificates of insurance upon request.

16. Indemnity and Defense. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, except for such loss or damage arising from the active negligence, sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

17. Compliance with All Laws. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

19. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: Linda McPherson Public Works
1030 S Gateway Dr Madera, CA 93637
Email: lmcpherson@madera.gov

To Service Provider: Scott Hyberg
Prudential Overall Supply 1260 E. North Ave Fresno, CA 93725
Email: ScottH@prudentialuniforms.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

20. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Service Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Service Provider.

21. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

22. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

23. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

24. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

25. Attorney's Fees. If either party is required to commence any proceeding or legal action

to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

26. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

29. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement on the date(s) set forth below.

CITY OF MADERA

Prudential Overall Supply

By: _____
Santos Garcia, Mayor

By: _____
Scott Hyberg, Corporate Sales Representative

Date: _____

Date: _____

ATTEST:

Alicia Gonzales, City Clerk

APPROVE AS TO FORM:

Hilda Cantú Montoy, City Attorney

EXHIBIT A SCOPE OF SERVICES

A. Clothing

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day.
3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts - Executive type dress shirt.
5. Shirts - 65% Dacron, 35% cotton.
6. Shirts – Polo
7. Shirts – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm² (minimum) to be replaced new annually.
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm² (minimum) to be replaced new annually.
10. Coveralls.
11. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety orange" shirts.
12. Clothing to be delivered each week to the various departments, on hangers and sorted by employee.

B. Emblems and Name Tags

1. City will supply emblems.
2. City will maintain possession of excess emblems until needed for new employees.
3. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.
4. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. Fitting

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.

D. Inventory Control

1. The vendor will be required to furnish a complete listing of garments delivered each week by department and detailed by individual. Any garments lost by vendor shall be replaced at no additional cost.

E. Service Tag System

1. A tag system must be provided so that employees can call attention to needed repairs, etc.

F. Replacement of Garments

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed, or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.
3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. Door Mats and Dust Mops

1. Vendor shall provide door mats and dust mops in the following sizes: Mats Dust Mops

3' X 4'	24"
4' X 6'	36"
3' X 10'	
3' X 5' (scraper)	

H. Additions and Deletions

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

I. Property of Vendor

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

J. Cancellation

1. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

II. DELIVERY LOCATIONS

Department of Public Works
1030 South Gateway Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-5466

Wastewater Treatment Plant
13048 Road 21 ½
Madera, CA 93637
7:00 AM – 5:30 PM
(559) 661-5466

Madera Municipal Airport
4020 Aviation Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-3687

Floor Mats Only:

Madera City Hall
205 West 4th Street
Madera, CA 93637
7:00 AM – 5:00 PM
(559) 661-5454

Madera Police Department
330 South C Street
Madera, CA 93637
(559) 675-4200

Parks Maintenance Office
701 E. 5th Street
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 675-9306

Equipment Shop
1030 South Gateway Drive
Madera, CA 93637
7:00 AM – 3:00 PM
(559) 661-5466

Madera Engineering Division
428 East Yosemite Avenue
Madera, CA 93638
(559) 661-5418

EXHIBIT B COST BREAKDOWN

(See Attached)

ATTACHMENT B BID PROPOSAL FORM

This form is required with Proposal

No.	Description	Rate
1.	Uniform Services: Weekly Cost Per Employee	
a.	Five (5) shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	\$4.345
b.	Five (5) executive dress shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	\$6.303
c.	Five (5) Polo shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	\$6.941
d.	Five (5) Fire Rated shirts and five (5) Fire Rated pants; Class- HRC2 Arc Rating-ATPV 8.0 cal/cm2 (minimum) Include name tags on shirts.	\$20.614
e.	Three (3) coveralls.	\$1.539
2	Uniform Services: Per Employee	
a.	Replacement cost for shirts which are lost or damaged by the employee.	S17.72-INDUSTRIAL S25.13-EXECUTIVE S24.31-POLO S47.93-FR
b.	Replacement cost for pants which are lost or damaged by the employee.	S21.21-INDUSTRIAL S24.99-JEAN S49.64-FR
c.	Exchange shirts; different size. See bottom of page 18 for more stockroom fees	\$2.00
d.	Exchange pants; different size See bottom of page 18 for more stockroom fees	\$2.00
3.	Door Mats and Dust Mops: Weekly Cost Per Item	
a.	Floor Mat: 3' X 4'	\$2.50
b.	Floor Mat: 4' X 6'	\$4.00

c.	Floor Mat: 3' X 10'	\$5.00
d.	Floor Mat: 3' X 5' (scraper)	\$1.50
e.	Dust Mop: 24"	\$1.20
f.	Dust Mop: 36"	\$1.50

Bid prices to include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges, i.e., sewing emblems and name tags on garments, etc.

Date JANUARY 17, 2022-

Company Name PRUDENTIAL OVERALL SUPPLY NOT APPLICABLE

CSLB License No. & Classification(s) DIR NOT APPLICABLE 1260 E. NORTH AVE.


No. & Classification(s) FRESNO, CA 93725

Street Address City/ State/ ZIP Phone (559) 264-8231

Number SCOTT HYBERG

Person Preparing Proposal Title CORPORATE SALES REPRESENTATIVE

Email Address ScottH@prudentialuniforms.com

Signature of Person Preparing Proposal 

Other Stockroom Fees Setup Fee: \$1.50

Name Patch: \$2.00 Logo Fee: \$1.00

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Vendor shall maintain limits no less than:

- \$2,000,000 **General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- \$2,000,000 **Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Vendor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Vendor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Vendor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

Proof of Insurance

Vendor shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. 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 all inclusive, or to the exclusion of other coverage, or a waiver of any **type. If Vendor maintains higher limits than the minimums required** above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

Notice of Cancellation

Vendor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Vendor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Vendor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Vendor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.