



Department Name  
**ADMINISTRATIVE SERVICES/Purchasing Division**

**REQUEST FOR PROPOSAL (RFP) NUMBER 131565  
FOR PROFESSIONAL SERVICES**

**UNIFORM RENTAL/LAUNDRY SERVICE**

**Pre-proposal Meeting:**

**TIME: 10:30 A.M.**

**RFP submittal deadline:**

**Thursday, October 8, 2009**

**Buyer:**

**TIME: 3:00 P.M.**

**Thursday, October 27, 2009**

**Demetria Marrow**

CITY OF PALO ALTO  
PURCHASING/CONTRACT ADMINISTRATION  
250 HAMILTON AVENUE  
PALO ALTO, CA 94301  
(650) 329-2271

**REQUEST FOR PROPOSAL (RFP) NO. 131565  
FOR PROFESSIONAL SERVICES**

**TITLE: WORK UNIFORM RENTAL/LAUNDRY SERVICE**

**1. INTRODUCTION**

The City of Palo Alto is seeking proposals from qualified firms to provide RENTAL/LAUNDRY services for WORK UNIFORMS. The required services and performance conditions are described in the Scope of Work (or Services).

**2. ATTACHMENTS**

The attachments below are included with this Request for Proposals (RFP) for your review and submittal (see asterisk):

- Attachment A – Proposer’s Information Form\* (*and Questionnaire, if applicable*)
- Attachment B – Scope of Work/Services
- Attachment C – Sample Agreement for General Services
- Attachment D – Sample Table, Qualifications of Firm Relative to City’s Needs
- Attachment E – Cost Proposal Forms (Sections I and II)
- Attachment F – Insurance Requirements\*

The items identified with an asterisk (\*) shall be filled out, signed by the appropriate representative of the company and returned with submittal.

**3. INSTRUCTIONS TO PROPOSERS**

3.1 Pre-proposal Conference (Mandatory)

A mandatory pre-proposal conference will be held Monday, October 8, 2009 at 10:00 a.m. in the Utilities Electric Division Conference Room, 3201 E. Bayshore Road, Palo Alto, CA. All prospective Proposers are required to attend.

3.2 Examination of Proposal Documents

The submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- 3.2.1 Have carefully read and fully understand the information that was provided by the City to serve as the basis for submission of this proposal.
- 3.2.2 Have the capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- 3.2.3 Represent that all information contained in the proposal is true and correct.

- 3.2.4 Did not, in any way, collude, conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or conditions of this proposal.
- 3.2.5 Acknowledge that the City has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and Proposer hereby grants the City permission to make these inquiries, and to provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition.

3.3 Addenda/Clarifications

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments regarding this RFP must be put in writing and received by the City no later than 1:00 p.m., Wednesday (*the one before the proposal deadline*), Wednesday, October 14, 2009. Correspondence shall be addressed to Demetria Marrow, Buyer, City of Palo Alto, 250 Hamilton Avenue, Palo Alto, CA 94301 or e-mailed to Demetria.marrow@cityofpaloalto.org. Responses from the City will be communicated in writing to all recipients of this RFP. Inquiries received after the date and time stated will not be accepted and will be returned to senders without response. All addenda shall become a part of this RFP and shall be acknowledged on the Proposer's Form.

The City shall not be responsible for nor be bound by any oral instructions, interpretations or explanations issued by the City or its representatives.

3.4 Submission of Proposals

All proposals shall be submitted to:

City of Palo Alto  
Purchasing and Contract Administration  
250 Hamilton Avenue, Mail Stop MB  
Palo Alto, CA 94301.

Proposals must be delivered no later than 3:00 p.m. on Tuesday, October 20, 2009. All proposals received after that time will be returned to the Proposer unopened.

The Proposer shall submit 7 copies of its proposal in a sealed envelope, addressed as noted above, bearing the Proposer's name and address clearly marked, "RFP NO. 131565 FOR PROFESSIONAL SERVICES: WORK UNIFORM RENTAL/LAUNDRY SERVICES." The use of double-sided paper with a minimum 30% post-consumer recycled content is strongly encouraged.

**Samples** of work shirts, pants and flame resistant uniform items as listed are to be submitted with Request for Proposal.

### 3.4 Withdrawal of Proposals

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

### 3.5 Rights of the City of Palo Alto

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:

- Make the selection based on its sole discretion;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Remedy technical errors in the Request for Proposals process;
- Approve or disapprove the use of particular subconsultants;
- Negotiate with any, all or none of the Proposers;
- Accept other than the lowest offer;
- Waive informalities and irregularities in the Proposals and/or
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer. City reserves the right to re-open contract should Federal, State or local regulation dictate a change in clothing protection or standards.

## 4. Proposed RFP Timeline

The RFP Timeline is as follows:

RFP Issued	October 2, 2009
Pre-Proposal Meeting	October 8, 2009
Deadline for questions, clarifications	October 15, 2009
Proposals Due	October 27, 2009
Finalist Identified	Week of October 26, 2009
Consultant Interviews	Week of October 26, 2009
Consultant selection and contract preparation	Week of October 26, 2009
Council approval	Week of November 16 , 2009
Contract awarded	Week of November 17, 2009
Work commences	Week of December 1, 2009

## 5. Information to be Submitted (to be submitted in this order only)

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of the City's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted. Items not specifically and explicitly related to the RFP and proposal, e.g. brochures, marketing material, etc. will not be considered in the evaluation.

All proposals shall address the following items in the order listed below and shall be numbered 1 through 8 in the proposal document.

### 5.1 Chapter 1 – Proposal Summary

This Chapter shall discuss the highlights, key features and distinguishing points of the Proposal. A separate sheet shall include a list of individuals and contacts for this Proposal and how to communicate with them. Limit this Chapter to a total of three (3) pages including the separate sheet.

### 5.2 Chapter 2 – Profile on the Proposing Firm(s)

This Chapter shall include a brief description of the Prime Proposer's firm size as well as the proposed local organization structure. Include a discussion of the Prime Proposer firm's financial stability, capacity and resources. Include all other firms participating in the Proposal, including similar information about the firms.

Additionally, this section shall include a listing of any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the consultant or its insurers within the last five years.

### 5.3 Chapter 3 – Qualifications of the Firm

This Chapter shall include a brief description of the Proposer's and sub-Proposer's qualifications and previous experience on similar or related projects. Provide in a table format (see Sample Table, Exhibit E) descriptions of pertinent project experience with other public municipalities and private sector that includes a summary of the work performed, the total project cost, the percentage of work the firm was responsible for, the period over which the work was completed, and the name, title, and phone number of client's to be contacted for references. Give a brief statement of the firm's adherence to the schedule and budget for the project.

This chapter shall include information regarding any relationships with firms and/or individuals who **may** submit proposals in response to the RFPs being developed.

#### 5.4 Chapter 4 – Work Plan or Proposal

This Chapter shall present a well-conceived service plan. Include a full description of major tasks and subtasks. This section of the proposal shall establish that the Proposer understands the City’s objectives and work requirements and Proposer’s ability to satisfy those objectives and requirements. Succinctly describe the proposed approach for addressing the required services and the firm’s ability to meet the City’s schedule, outlining the approach that would be undertaken in providing the requested services.

#### 5.5 Chapter 5 – Proposed Innovations (*Optional*)

The Proposer may also suggest technical or procedural innovations that have been used successfully on other engagements and which may provide the City with better service delivery. In this Chapter discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City, i.e. \_\_\_\_\_.

#### 5.6 Chapter 6 – Project Staffing

This Chapter shall discuss how the Proposer would propose to staff this project. Key project team members shall be identified by name, title and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included. Key personnel will be an important factor considered by the review committee. Changes in key personnel may be cause for rejection of the proposal.

#### 5.7 Chapter 7 – Proposal Exceptions

This Chapter shall discuss any exceptions or requested changes that Proposer has to the City’s RFP conditions, requirements and sample contract. If there are no exceptions noted, it is assumed the Proposer will accept all conditions and requirements identified in the Attachment D –“Sample Agreement for Services.” Items not excepted will not be open to later negotiation.

#### 5.8 Chapter 8 – Proposal Costs Sheet and Rates (*Optional*: may be received under separate cover)

The fee information is relevant to a determination of whether the fee is fair and reasonable in light of the services to be provided. Provision of this information assists the City in determining the firm’s understanding of the project, and provides staff with tools to negotiate the cost, provide in a table (See Sample Table, Exhibit F).

This Chapter shall include the proposed costs to provide the services desired. Include any other cost and price information, **plus a not-to-exceed amount**, that would be contained in a potential agreement with the City. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work.

PLEASE NOTE: The City of Palo Alto does not pay for services before it receives them. Therefore, do not propose contract terms that call for upfront payments or deposits.

## 6. Contract Type and Method of Payment

It is anticipated that the agreement resulting from this solicitation, if awarded, will be a **fixed fee** form of contract. A Sample Agreement of Services is provided as Attachment D. The method of payment to the successful Proposer shall be on a **fixed fee** basis with a maximum “not to exceed” fee as set by the Proposer in the proposal or as negotiated between the Proposer and the City as being the maximum cost to perform all work. This figure shall include direct costs and overhead, such as, but limited to, transportation, communications, subsistence and materials and any subcontracted items of work. Progress payments will be based on a percentage of project completed.

Proposers shall be prepared to accept the terms and conditions of the Agreement, including Insurance Requirements in Attachment G. If a Proposer desires to take exception to the Agreement, Proposer shall provide the following information in Chapter 7 of their submittal package. Please include the following:

- Proposer shall clearly identify each proposed change to the Agreement, including all relevant Attachments.
- Proposer shall furnish the reasons for, as well as specific recommendations, for alternative language.

The above factors will be taken into account in evaluating proposals. Proposals that take substantial exceptions to the proposed Agreement may be determined by the City, at its sole discretion, to be unacceptable and no longer considered for award.

### Insurance Requirements

The selected Proposer(s), at Proposer’s sole cost and expense and for the full term of the Agreement or any extension thereof, shall obtain and maintain, at a minimum, all of the insurance requirements outlined in Attachment G.

All policies, endorsements, certificates and/or binders shall be subject to the approval of the Risk Manager of the City of Palo Alto as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. The selected Proposer agrees to provide the City with a copy of said policies, certificates and/or endorsement upon award of contract.

## 7. Review and Selection Process

City staff will evaluate the proposals provided in response to this RFP based on the following criteria:

Quality (Qualifications of the firm)

- 7.1 Quality and completeness of proposal;
- 7.2 Proposer's experience, including the experience of staff to be assigned to the project, the engagements of similar scope and complexity;
- 7.3 Proposer's financial stability;
- 7.4 Proposer's prior record of performance with city or others;

Quality (Service/Performance)

- 7.5 Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- 7.6 Proposer's ability to perform the work within the time specified;
- 7.7 Proposer's ability to provide future maintenance, repairs parts and/or services;

EPP/Methodology

- 7.8 Proposer's compliance with applicable laws, regulations, policies (including city council policies), guidelines and orders governing prior or existing contracts performed by the contractor.

Cost to the city

- 7.9 Price too low to demonstrate good competition;  
Price too high for good value.

The selection committee will make a recommendation to the awarding authority. The acceptance of the proposal will be evidenced by written Notice of Award from the City's Purchasing/Contract Administration Division to the successful Proposer.

## 8. Oral Interviews

Proposers may be required to participate in an oral interview. The oral interview will be a panel comprised of members of the selection committee.

Proposers may only ask questions that are intended to clarify the questions that they are being asked to respond.

Each Proposer's time slot for oral interviews will be determined randomly. Proposers who are selected shall make every effort to attend. If representatives of the City experience difficulty on the part of any Proposer in scheduling a time for the oral interview, it may result in disqualification from further consideration.

## 9. Public Nature of Proposal Material

Responses to this RFP become the exclusive property of the City of Palo Alto. At such time as the Administrative Services Department recommends to form to the City Manager

or to the City Council, as applicable, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary". The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Palo Alto may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

#### 10. Collusion

By submitting a proposal, each Proposer represents and warrants that its proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly induced or solicited any other person to submit a sham proposal or any other person to refrain from submitting a proposal; and that the Proposer has not in any manner sought collusion to secure any improper advantage over any other person submitting a proposal.

#### 11. Disqualification

Factors such as, but not limited to, any of the following may be considered just cause to disqualify a proposal without further consideration:

- 11.1 Evidence of collusion, directly or indirectly, among Proposers in regard to the amount, terms or conditions of this proposal;
- 11.1 Any attempt to improperly influence any member of the evaluation team;
- 11.2 Existence of any lawsuit, unresolved contractual claim or dispute between Proposer and the City;
- 11.3 Evidence of incorrect information submitted as part of the proposal;
- 11.4 Evidence of Proposer's inability to successfully complete the responsibilities and obligation of the proposal; and
- 11.5 Proposer's default under any previous agreement with the City, which results in termination of the Agreement.

#### 12. Non-Conforming Proposal

A proposal shall be prepared and submitted in accordance with the provisions of these RFP instructions and specifications. Any alteration, omission, addition, variance, or

limitation of, from or to a proposal may be sufficient grounds for non-acceptance of the proposal, at the sole discretion of the City.

### 13. Gratuities

No person shall offer, give or agree to give any City employee any gratuity, discount or offer of employment in connection with the award of contract by the city. No city employee shall solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a city contract.

### 14. Firms or persons not eligible to submit a proposal

In order to avoid any conflict of interest or perception of a conflict or interest, Proposer(s) selected to provide professional services under this RFP will be subject to the following requirements:

- 14.1 The Proposer(s) who works on the procurement will be precluded from submitting proposals or bids as a prime contractor or subcontractor the ultimate procurement.
- 14.2 The Proposer(s) may not have interest in any potential Proposer for the ultimate procurement.

### 15. **ENVIRONMENTAL PURCHASING PREFERENCES**

The City of Palo Alto is a Santa Clara County Green Business ([www.greenbiz.ca.gov](http://www.greenbiz.ca.gov)) and strives to purchase products and services that are reasonably priced, meet or exceed performance requirements, and protect or improve environmental and human health. The City's intention is to purchase services that minimize solid waste, hazardous waste and pollution affecting air, water, or soil resulting from the service itself or materials needed to perform the service.

The Launderer shall explain, in its proposal, how it can provide any of the environmental performance preferences listed below.

#### **Preferences:**

The City prefers:

- A. To conduct business with certified Bay Area Green Businesses or those actively enrolled in the program with the intention of completing the certification process. If the proposer is a Certified Green Business or has enrolled in the program, the proposer shall provide the contact information of the Green Business coordinator.
- B. The use of renewable energy, alternatively-fueled and/or energy efficient vehicles and efforts to reduce energy use at the Proposer's place of business in order to reduce the carbon footprint of the service provided.
- C. Efforts to prevent water pollution and minimize product toxicity of detergents. Vendor should list specifics in their quote.

D. Information that otherwise illustrates the company's commitment to a high level of environmental performance.

ATTACHMENT A

**Proposer's Information Form**

PROPOSER (please print):

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

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact person, title, telephone and fax number:** \_\_\_\_\_  
\_\_\_\_\_

**Taxpayer Identification No.** \_\_\_\_\_  
(or Social Security Number if Sole Proprietorship)

**Proposer, if selected, intends to carry on the business as (check one):**

- Individual  Joint Venture
- Partnership
- Corporation

**When incorporated?** \_\_\_\_\_

**In what state?** \_\_\_\_\_

**When authorized to do business in California?** \_\_\_\_\_

**Other (explain):** \_\_\_\_\_  
\_\_\_\_\_

**ADDENDA**

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of an addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received:     1;    2;    3;    4;    5;    6;

**Or,**     \_\_\_\_\_ No Addendum/Addenda Were Received (**check and initial**).

**PROPOSER'S SIGNATURE**

No proposal shall be accepted which has not been signed in ink in the appropriate space below:

ATTACHMENT A

By signing below, the submission of a proposal shall be deemed a representation and certification by the Proposer that they have investigated all aspects of the RFP, that they are aware of the applicable facts pertaining to the RFP process, its procedures and requirements, and they have read and understand the RFP. No request for modification of the proposal shall be considered after its submission on the grounds that the Proposer was not fully informed as to any fact or condition.

- 1. If Proposer is **INDIVIDUAL**, sign here

Date: \_\_\_\_\_  
Proposer's Signature  
\_\_\_\_\_  
Proposer's typed name and title

- 2. If Proposer is **PARTNERSHIP** or **JOINT VENTURE**; at least two (2) Partners shall sign here:

\_\_\_\_\_  
Partnership or Joint Venture Name (type or print)

Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

Date: \_\_\_\_\_  
Member of the Partnership or Joint Venture signature

- 3. If Proposer is a **CORPORATION**, the duly authorized officer shall sign as follows:

The undersigned certify that he/she is respectively:

\_\_\_\_\_ and \_\_\_\_\_  
Signature Title

Of the corporation named below; that they are designated to sign the Proposal Cost Form by resolution (attach a certified copy, with corporate seal, if applicable, notarized as to its authenticity or Secretary's certificate of authorization) for and on behalf of the below named CORPORATION, and that they are authorized to execute same for and on behalf of said CORPORATION.

\_\_\_\_\_  
Corporation Name (type or print)

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

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

## ATTACHMENT B

### SCOPE OF SERVICES FOR PROVISION ON UNIFORM RENTAL SERVICES

#### ***I. Introduction***

Contractor shall provide uniform rental services for various City departments. Services shall include laundering and repair of rented uniforms and laundering of city-owned uniforms. Rental of items such as mops, shop towels, and mats are also included.

#### ***Required Services***

##### **Launder**

Contractor shall launder rented garments, garments that are owned by the employee(s) and garments that have been purchased from another vendor. On occasion, individuals may launder rented garments themselves. Contractor must supply bins to store soiled garments for pickup.

##### **Rental**

The following City of Palo Alto Divisions require uniform rental services:

Public Works Streets: 3201 E. Bayshore Rd., Palo Alto, CA 94303,  
Bldg. C – Sean Kennedy  
Public Works Refuse Disposal: 2380 Embarcadero Rd., Palo Alto,  
CA 94303 – Debra Asher  
PW, Facilities Maintenance: 3201 E. Bayshore Rd., Bldg. B.-Lydia  
Wallace-Pounds  
PW, Facilities Custodial: 3201 E. Bayshore Rd., Bldg. B.- Lydia  
Wallace-Pounds  
PW, Equipment Maintenance: 3201 E. Bayshore Rd., Bldg. B.-  
Dinaa Alcocer  
CSD, Golf Services: 1875 Embarcadero Rd., Palo Alto, 94303 –  
Catherine Bourquin  
CSD, Parks Division: 3201 E. Bayshore Rd., Palo Alto, CA –  
Catherine Bourquin  
PW, Water Quality Control: 2501 Embarcadero Way, Palo Alto, CA  
94303 – Mary Sekator  
ASD, Print Services: 250 Hamilton Avenue, Palo Alto, CA 94301,  
Level A.- Ty Campbell  
Utilities, WGW, 3201 E. Bayshore Rd., Palo Alto, CA 94303-Jan  
January  
Utilities Electric, 3201 E. Bayshore Rd., Palo Alto, CA 94303-Letty  
Rodriquez

## ATTACHMENT B

CSD, Recreation Dept.: 1305 Middlefield Rd., Palo Alto, 94301-  
Khash Alaeer  
CSD, Cubb Comm Ctr, HR, 4000 Middlefield Rd., Palo Alto,  
94301-Amy Johnson

### **Inventory Tracking (Initial Issue, Inventory, Changes)**

Contractor shall issue new standard or Flame Resistant (FR) uniforms to employees at the beginning of the contract period as specified by each Division. Thereafter, the Contractor shall maintain sufficient stock to provide complete new uniform sets within one to two weeks for newly hired employees.

At time of award of contract, the designated contact person will be contacted by the Account Representative to determine quantities, volumes, frequency of pickup and general overall program administration.

The inventory per person per week will be based upon the previous year's usage and are only estimated for future requirements. The number of changes per employee per week shall be at the discretion of the Division and is subject to change to meet changing requirements of the City operations.

Contractor shall track inventory of City-owned garments submitted for laundry, repair or replacement basis. This report will be submitted to City on a weekly basis for verification of garments submitted.

### **Measurements of Individuals**

Contractor shall be responsible for individual measurements and resultant fit of the uniforms. Contractor shall take employee measurements at various City facilities. Contractor shall work with Individual divisions/departments to coordinate dates and times for measurements. Alterations may be required for certain individuals and Contractor shall supply cost associated with each uniform alteration.

The Contractor shall maintain a record of uniform size (pants waist and length, shirt size and jacket size) for each employee that has been issued a uniform. Contractor shall add or delete items and quantities used, as required, to meet City's needs.

Contractor should allow for shrinkage on FR garments and standard issue 100% cotton uniforms of about 3"-5".

Route driver or Account Representative will be notified of additions of new employees requiring fitting for new uniforms.

## ATTACHMENT B

### **Marking, City Emblems, Name Patches**

Contractor shall mark or label each leased or City-owned, standard issue or FR item of clothing clearly but, inconspicuously, to permit identification of garments by each employee. All patching and threading on FR garments must be of same FR material.

The Contractor shall furnish and sew on various department emblems, individual name patches and/or lettering on the back of garments. Name labels and City emblems, provided by contractor, shall be placed on every shirt, jacket and coveralls. Design of the labels and City emblem must receive prior approval by Purchasing before initial issue.

### **Pick-up/Delivery**

Contractor is responsible for pick-up and delivery of all leased and City-owned standard issue or FR uniform items. Contractor shall supply hanger racks, shop towel cans and soiled laundry container(s).

Contractor shall pick up soiled garments once a week from various departments/divisions and deliver on hangers to the same location within one week. Contractor shall replace garments not properly washed or ironed within two (2) working days.

Contractor shall complete an itemized list of the leased or City-owned standard issue or FR uniform items and quantity being picked up for laundering. Contractor shall submit a copy of the itemized list to the unit for reconciliation when the clean garments are returned. Contractor shall remain at the delivery site while the garments are checked in. Contractor shall correct any discrepancy within 24 hours.

Once a year, inventory must be taken by Division Program Administrator and Contractor of garments issued to each individual employee. This date will be reconciled with inventory data from Contractor for verification of number of garments issued and on hand.

### **Damaged/Repair/Replacement Items**

The City shall specify the conditions under which a damaged garment is repaired or replaced and charges associated with each. Wear & Tear period shall be determined by User on all items.

### **Lost Items**

The City shall specify replacement costs for each item and the formula used in pro-rating the charges.

## ATTACHMENT B

### **Environmental Performance**

In addition to the preferences listed in Section 15 of this RFP, the City requires that:

- A. printed materials provided to the City that are generated from a personal computer and printer including, proposals, quotes, invoices, reports, and education materials be double-sided, printed on a **minimum** of 30% post-consumer content paper or greater unless otherwise approved by the City's project manager.
- B. delivery and shipping waste is avoided and will include the acceptance of hangers that cleaned uniforms are shipped on for reuse
- C. all materials used to transport or protect laundered uniforms during delivery to the City must be recyclable in the City's Zero Waste Program
- D. Polystyrene foam or plastic film may **not** be used for transporting garments and will not be accepted by the City for recycling or disposal

### **Billing**

Contractor shall submit invoices monthly. The invoice shall include account number, names of employees and the number and type of garment rented and cleaned or laundered only. The invoice shall be submitted to each individual Department separately.

Invoices should identify by name, each Department/Division being billed.

Charges for account set up will be as follows:

1. 1<sup>st</sup> Delivery Charge will consist of one full set of garments minus one set to be billed at time of delivery, no later;
2. Removal of employee names from billing upon notification of separation from City or discontinued employment in capacity requiring uniform rental/laundry services.

### ***Garment Specifications – Standard Issue***

Contractor shall supply the ANSI Standard **Class 2** Safety Apparel for daytime and **Class 3** for nights (this is due to regulatory compliance for Minimum Illumination for Nighttime Road Work).

High visibility garments must be Class 3 Level.

### **Work Shirt**

- Work shirt with lined collar and cuffs
- Long sleeve and short sleeve
- 65% poly/35% cotton and 100% cotton – two options
- Variety of colors – see list in Scope of Service

## ATTACHMENT B

- Six or seven-button plain front, plain facing folded straight and flat, long tuck in tail. Two piece yoke.
- Two button-through pockets
- Men's and women's sizes as required.

### **Work Shirt – Blue Denim**

- Minimum 7 oz 100% cotton denim
- Long sleeve
- Seven-button placket front
- Shoulder yoke
- Minimum one pocket
- Men's and women's sizes as required.

### **Work Shirt – Microcheck, geometric pattern**

- Minimum 7 oz 100% cotton denim
- Long sleeve
- Seven-button placket front
- Shoulder yoke
- Minimum one pocket
- Men's and women's sizes as required.

### **Work Shirt – Executive**

- Work shirt with lined collar and cuffs
- Long sleeve and short sleeve
- 65% poly/35% cotton and 100% cotton – two options
- Variety of colors – see list in Scope of Service
- Six or seven-button plain front, plain facing folded straight and flat, long tuck in tail. Two piece yoke.
- Two button-through pockets
- Men's and women's sizes as required.

### **Knit Shirt**

- Polo style
- 100% woven (spun) polyester
- One chest pocket
- Light blue color

NOTE: 1. All custom sized 100% cotton shirts must have Extra-Long sleeve lengths.  
2. Note that Utilities Operations personnel wear long sleeves only.

## ATTACHMENT B

### **Work Pants**

- Slack type, plain front, set-in waistband, no cuffs
- 65% poly/35% cotton and 100% cotton – two options
- Variety of colors
- Non-corrosive heavy-duty brass zipper for the fly
- Two slack-style front pockets and two set-in hip pockets with a loop and button closing on the left pocket with darts for better fit.
- Belt loop, center stitched, sewn into waistband
- Men's and women's sizes required.

### **Work Pants - Jeans**

- 100% 14 oz. Cotton denim
- Classic 5-pocket style
- Double stitched seams.

### **Work Pants – Dickies Brand,**

- 100% 14 oz. Cotton denim
- Cell phone-pocket style
- Double stitched seams.

### **Coveralls**

- Long sleeve, one piece, zipper front
- 100% cotton or 65/35 poly/cotton blend
- Pre-shrunk and generously cut for comfortable laying over work clothing. Safety stitched seams for long-lasting wear.
- Side vent openings, concealed button front.
- Two breast pockets, two slash style front pockets and two rear hip pockets.

### **Jackets**

- Ike style or Panel front (slash pocket) style
- Variety of colors – especially orange and blue
- 100% cotton and 54% poly/35% cotton.

### **Shop and Lab Coat**

- Permanent Press, 65% poly/35% cotton, long sleeves, button front closure; Unisex

## ATTACHMENT B

### **Smocks**

Wrap-around, white

### **Vests**

Insulated F.R. Nomex, reflective tape; must meet Cal/OSHA requirements. Must meet ANSI Standard Safety Apparel Class 2 for daytime wear and Class 3 for Minimum Illumination for Nighttime Road Work. Background Color must be either fluorescent red-orange or lime-yellow (per Construction Safety orders Sec. 1523 eff. 07/20/04).

### **Miscellaneous Janitorial Items**

#### **Mats**

3 x5  
3x5 Scraper  
3x10  
4x6  
4x6 Scraper

#### **Dust Mops**

30"  
38"  
68"

#### **Towels**

Shop, Red-Orange  
Print  
Seat  
Glass  
Bath, white

### ***Garment Specifications – NFPA 70E Standard, Flame Resistant***

Contractor shall supply the ANSI Standard Safety Apparel Class 2 for daytime and Class 3 for nighttime wear (this is due to regulatory compliance for Minimum Illumination for Nighttime Road Work).

#### **Work Shirt – ARC Rating 8.7**

- Work shirt with lined collar and cuffs
- Long sleeve
- 12% poly/88 % cotton FR Material
- Color: Khaki

## ATTACHMENT B

- Six or seven-button plain front, plain facing folded straight and flat, long tuck in tail. Two piece yoke.
- Two button-through pockets
- Men's and women's sizes as required. NOTE: All custom sized FR shirts must have Extra-long sleeve lengths.

### **Work Pants – ARC Rating 13.7**

- Slack type, plain front, set-in waistband, no cuffs
- 12% poly/88% cotton, FR Material
- Color: Blue Denim
  
- Non-corrosive heavy-duty brass zipper for the fly
- Two slack-style front pockets and two set-in hip pockets with a loop and button closing on the left pocket with darts for better fit.
- Belt loop, center stitched, sewn into waistband
- Men's and women's sizes required.

### **Coveralls – ARC Rating 8.7**

- Long sleeve, one piece, zipper front
- 12% Poly and 88% cotton, FR Material
- Pre-shrunk and generously cut for comfortable laying over work clothing. Safety stitched seams for long-lasting wear.
- Side vent openings, concealed button front.
- Two breast pockets, two slash style front pockets and two rear hip pockets.

### **Coat – ARC Rating 11.1**

- Style: Bomber Jacket or similar
- Color: Brown Duck
- 100% cotton and 54% poly/35% cotton., FR Material

### **Vests – ARC Rating 8.6**

Insulated F.R. Material, Reflective tape; must meet Cal/OSHA and NFPA 70E requirements.

Background color must be fluorescent lime-yellow or red-orange (per Construction Safety orders Sec. 1523 eff. 07/20/04).

ATTACHMENT C –SAMPLE AGREEMENT

City of Palo Alto Contract No. [REDACTED]

GENERAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and [REDACTED], a [REDACTED], located at [REDACTED], Telephone Number: [REDACTED] (“CONTRACTOR”). In consideration of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. CONTRACTOR shall provide or furnish the services (“Services”) described in the Scope of Services, attached as Exhibit A.

2. EXHIBITS. The following exhibits are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - Schedule of Performance
- “C” - Compensation
- “D” - Insurance Requirements

CONTRACT IS NOT COMPLETE UNLESS ALL EXHIBITS ARE ATTACHED.

3. TERM.

(a)  The term of this Agreement is from [REDACTED] to [REDACTED] inclusive, subject to the provisions of subsection 3.(b) and Section Q and V of the General Terms and Conditions.

(b)  Option to extend. CITY has the right to extend the term of this Agreement for [REDACTED] ([REDACTED]) additional one year periods (the “Additional Terms”), based upon the same conditions of the initial term, subject to adjustments for compensation as set forth in Section E of the General Terms and Conditions. CITY shall notify CONTRACTOR in writing of its exercise of its option for an Additional Term not less than thirty (30) days prior to the end of the then current term. CITY’s exercise of its right to extend the term of this Agreement is not a waiver of the “time is of the essence” provision in Section 4.

4. SCHEDULE OF PERFORMANCE. CONTRACTOR shall complete the Services within the term of this Agreement in a reasonably prompt and timely manner based upon the circumstances and direction communicated to CONTRACTOR, and if applicable, in accordance with the schedule set forth in the Schedule of Performance, attached as Exhibit B. Time is of the essence in this Agreement.

5. COMPENSATION FOR ORIGINAL TERM. CITY shall pay and CONTRACTOR agrees to accept as not to exceed compensation for the full performance of the Services and reimbursable expenses, if any:

- The total maximum lump sum compensation of [REDACTED] dollars (\$ [REDACTED]); OR
- The sum of [REDACTED] dollars (\$ [REDACTED]) per hour, not to exceed a total maximum compensation amount of [REDACTED] dollars (\$ [REDACTED]); OR
- A sum calculated in accordance with the fee schedule set forth in Exhibit C, not to exceed a total maximum compensation amount of [REDACTED] dollars (\$ [REDACTED]).

## ATTACHMENT C –SAMPLE AGREEMENT

CONTRACTOR agrees that it can perform the Services for an amount not to exceed the total maximum compensation set forth above. Any hours worked or services performed by CONTRACTOR for which payment would result in a total exceeding the maximum amount of compensation set forth above for performance of the Services shall be at no cost to CITY.

- The City has set aside the sum of [REDACTED] dollars (\$ [REDACTED]) for Additional Services. CONTRACTOR shall provide Additional Services only by advanced, written authorization from the City Manager or designee. CONTRACTOR, at the CITY's request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONTRACTOR's proposed maximum compensation, including reimbursable expense, for such services. Compensation shall be based on the hourly rates set forth above or in Exhibit C (whichever is applicable), or if such rates are not applicable, a negotiated lump sum. CITY shall not authorize and CONTRACTOR shall not perform any Additional Services for which payment would exceed the amount set forth above for Additional Services. Payment for Additional Services is subject to all requirements and restrictions in this Agreement.

### 6. COMPENSATION DURING ADDITIONAL TERMS.

- CONTRACTOR'S compensation rates for each additional term shall be the same as the original term; **OR**
- CONTRACTOR's compensation rates shall be adjusted effective on the commencement of each Additional Term. The lump sum compensation amount, hourly rates, or fees, whichever is applicable as set forth in section 5 above, shall be adjusted by a percentage equal to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers for the San Francisco-Oakland- San Jose area, published by the United States Department of Labor Statistics (CPI) which is published most immediately preceding the commencement of the applicable Additional Term, which shall be compared with the CPI published most immediately preceding the commencement date of the then expiring term. Notwithstanding the foregoing, in no event shall CONTRACTOR's compensation rates be increased by an amount exceeding five percent of the rates effective during the immediately preceding term. Any adjustment to CONTRACTOR's compensation rates shall be reflected in a written amendment to this Agreement.

7. **INVOICING.** Send all invoices to the CITY, Attention: Project Manager. The Project Manager is: [REDACTED], Dept.: [REDACTED], Telephone: [REDACTED]. Invoices shall be submitted in arrears for Services performed. Invoices shall not be submitted more frequently than monthly. Invoices shall provide a detailed statement of Services performed during the invoice period and are subject to verification by CITY. CITY shall pay the undisputed amount of invoices within 30 days of receipt.

## GENERAL TERMS AND CONDITIONS

- A. ACCEPTANCE.** CONTRACTOR accepts and agrees to all terms and conditions of this Agreement. This Agreement includes and is limited to the terms and conditions set forth in sections 1 through 6 above, these general terms and conditions and the attached exhibits.

## ATTACHMENT C –SAMPLE AGREEMENT

**B. QUALIFICATIONS.** CONTRACTOR represents and warrants that it has the expertise and qualifications to complete the services described in Section 1 of this Agreement, entitled “SERVICES,” and that every individual charged with the performance of the services under this Agreement has sufficient skill and experience and is duly licensed or certified, to the extent such licensing or certification is required by law, to perform the Services. CITY expressly relies on CONTRACTOR’s representations regarding its skills, knowledge, and certifications. CONTRACTOR shall perform all work in accordance with generally accepted business practices and performance standards of the industry, including all federal, state, and local operation and safety regulations.

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, CONTRACTOR and any person employed by CONTRACTOR shall at all times be considered an independent CONTRACTOR and not an agent or employee of CITY. CONTRACTOR shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.

**SUBCONTRACTORS.** CONTRACTOR may not use subcontractors to perform any Services under this Agreement unless CONTRACTOR obtains prior written consent of CITY. CONTRACTOR shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.

**TAXES AND CHARGES.** CONTRACTOR shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of CONTRACTOR’s business.

**COMPLIANCE WITH LAWS.** CONTRACTOR shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders.

**DAMAGE TO PUBLIC OR PRIVATE PROPERTY.** CONTRACTOR shall, at its sole expense, repair in kind, or as the City Manager or designee shall direct, any damage to public or private property that occurs in connection with CONTRACTOR’s performance of the Services. CITY may decline to approve and may withhold payment in whole or in part to such extent as may be necessary to protect CITY from loss because of defective work not remedied or other damage to the CITY occurring in connection with CONTRACTOR’s performance of the Services. CITY shall submit written documentation in support of such withholding upon CONTRACTOR’s request. When the grounds described above are removed, payment shall be made for amounts withheld because of them.

**H. WARRANTIES.** CONTRACTOR expressly warrants that all services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with generally accepted business practices and performance standards of the industry and the requirements of this Agreement. CONTRACTOR expressly warrants that all materials, goods and equipment provided by CONTRACTOR under this Agreement shall be fit for the particular purpose intended, shall be free from defects, and shall conform to the requirements of this Agreement. CONTRACTOR agrees to promptly replace or correct any material or service not in compliance with these

## ATTACHMENT C –SAMPLE AGREEMENT

warranties, including incomplete, inaccurate, or defective material or service, at no further cost to CITY. The warranties set forth in this section shall be in effect for a period of one year from completion of the Services and shall survive the completion of the Services or termination of this Agreement.

- I. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether CONTRACTOR's work is completed in a satisfactory manner and complies with the provisions of this Agreement.
- J. CITY'S PROPERTY.** Any reports, information, data or other material (including copyright interests) developed, collected, assembled, prepared, or caused to be prepared under this Agreement will become the property of CITY without restriction or limitation upon their use and will not be made available to any individual or organization by CONTRACTOR or its subcontractors, if any, without the prior written approval of the City Manager.
- K. AUDITS.** CONTRACTOR agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, CONTRACTOR's records pertaining to matters covered by this Agreement. CONTRACTOR agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) following the terms of this Agreement.
- L. NO IMPLIED WAIVER.** No payment, partial payment, acceptance, or partial acceptance by CITY shall operate as a waiver on the part of CITY of any of its rights under this Agreement.
- M. INSURANCE.** CONTRACTOR, at its sole cost, shall purchase and maintain in full force during the term of this Agreement, the insurance coverage described in Exhibit D. Insurance must be provided by companies with a Best's Key rating of A-VII or higher and which are otherwise acceptable to the City's Risk Manager. The City's Risk Manager must approve deductibles and self-insured retentions. In addition, all policies, endorsements, certificates and/or binders are subject to approval by the Risk Manager as to form and content. CONTRACTOR shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy. CONTRACTOR shall obtain an endorsement stating that the insurance is primary coverage and will not be canceled or materially reduced in coverage or limits until after providing 30 days prior written notice of the cancellation or modification to the City's Risk Manager. CONTRACTOR shall provide certificates of such policies or other evidence of coverage satisfactory to CITY's Risk Manager, together with the required endorsements and evidence of payment of premiums, to CITY concurrently with the execution of this Agreement and shall throughout the term of this Agreement provide current certificates evidencing the required insurance coverages and endorsements to the CITY's Risk Manager. CONTRACTOR shall include all subcontractors as insured under its policies or shall obtain and provide to CITY separate certificates and endorsements for each subcontractor that meet all the requirements of this section. The procuring of such required policies of insurance shall not operate to limit CONTRACTOR's liability or obligation to indemnify CITY under this Agreement.
- N. HOLD HARMLESS.** To the fullest extent permitted by law and without limitation by the provisions of section M relating to insurance, CONTRACTOR shall indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents from and against any and all demands, claims, injuries, losses, or liabilities of any nature, including death or injury to any person, property damage or any other loss and including without limitation all damages, penalties, fines and judgments, associated investigation and administrative expenses and defense costs, including, but not limited to reasonable attorney's fees, courts costs and costs of alternative

## ATTACHMENT C –SAMPLE AGREEMENT

dispute resolution), arising out of, or resulting in any way from or in connection with the performance of this Agreement. The CONTRACTOR's obligations under this Section apply regardless of whether or not a liability is caused or contributed to by any negligent (passive or active) act or omission of CITY, except that the CONTRACTOR shall not be obligated to indemnify for liability arising from the sole negligence or willful misconduct of the CITY. The acceptance of the Services by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section survive the completion of the Services or termination of this Contract.

- O. NON-DISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONTRACTOR certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONTRACTOR acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.
- P. WORKERS' COMPENSATION.** CONTRACTOR, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.
- Q. TERMINATION.** The City Manager may terminate this Agreement without cause by giving ten (10) days' prior written notice thereof to CONTRACTOR. If CONTRACTOR fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the City Manager may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, CONTRACTOR shall immediately discontinue performance. CITY, CITY shall pay CONTRACTOR for services satisfactorily performed up to the effective date of termination. If the termination is for cause, CITY may deduct from such payment the amount of actual damage, if any, sustained by CITY due to Contractor's failure to perform its material obligations under this Agreement. Upon termination, CONTRACTOR shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by CONTRACTOR or given to CONTRACTOR, in connection with this Agreement. Such materials shall become the property of CITY.
- R. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of the CITY. No amendments, changes or variations of any kind are authorized without the written consent of the CITY.
- S. CONFLICT OF INTEREST.** In accepting this Agreement, CONTRACTOR covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Contract. CONTRACTOR further covenants that, in the performance of this Contract, it will not employ any person having such an interest. CONTRACTOR certifies that no City Officer, employee, or authorized representative has any financial interest in the business of CONTRACTOR and that no person associated with contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Contract. CONTRACTOR agrees to advise CITY if any conflict arises.
- T. GOVERNING LAW.** This contract shall be governed and interpreted by the laws of the State of California.

ATTACHMENT C –SAMPLE AGREEMENT

- U. **ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.
- V. **NON-APPROPRIATION.** This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Contract are no longer available. This Section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Contract.
- W. **ENVIRONMENTALLY PREFERRED PURCHASING.** The City of Palo Alto is a green business and works to purchase and provide products in an environmentally sustainable manner. CONSULTANT will use production methods that reduce waste and environmentally toxic products, as well as have less packaging. CONSULTANT will adhere to the standard that printed materials will be, at a minimum, printed on 30% post consumer recycled paper with vegetable based ink. The designer will check with the project manager to discuss the maximum recycled content paper available for each project. FSC (Forest Stewardship Council) certified paper that is “process free” is preferred. CONSULTANT will use methods that reduce energy use and thus the carbon footprint for the development, production and delivery of products. CONSULTANT shall adhere to the City’s Environmentally Preferred Purchasing policies as may be amended from time to time.
- X. **AUTHORITY.** The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.
- Y. **CONTRACT TERMS:** All unchecked boxes do not apply to this Contract.

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

**CONTRACTOR**

\_\_\_\_\_  
City Manager or Designee  
(Required on contracts \$85,000 and over)

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Manager or Designee

**Approved as to form:**

\_\_\_\_\_  
Sr. Assistant City Attorney

ATTACHMENT C –SAMPLE AGREEMENT

**EXHIBIT A**  
**SCOPE OF SERVICES**



ATTACHMENT C –SAMPLE AGREEMENT

**EXHIBIT B  
SCHEDULE OF PERFORMANCE**

**CHOOSE ONE OF THESE ALTERNATIVES TO DESCRIBE SCHEDULE:**

Alternative 1.

CONTRACTOR shall perform the Services according to the following schedule:

ATTACHMENT C –SAMPLE AGREEMENT

**EXHIBIT C  
SCHEDULE OF FEES**

**ALTERNATIVE 3. Compensation based upon fee schedule**

CITY shall pay CONTRACTOR according to the following rate schedule. The maximum amount of compensation to be paid to Contractor, including both payment for services and reimbursable expenses, shall not exceed [REDACTED] Dollars (\$ [REDACTED]). Any services provided or hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to City.

**INSERT DETAILED RATE SCHEDULE**



ATTACHMENT C –SAMPLE AGREEMENT

**EXHIBIT D  
INSURANCE REQUIREMENTS**

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
NO	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: <b>CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURED CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

- I. INSURANCE COVERAGE MUST INCLUDE:
  - A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
  - B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
  - C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.
- II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

## ATTACHMENT C –SAMPLE AGREEMENT

### III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

#### A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

#### B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

#### C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

#### **NOTICES SHALL BE MAILED TO:**

**PURCHASING AND  
CONTRACT ADMINISTRATION  
CITY OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303**

ATTACHMENT D

SAMPLE TABLE FORMAT  
 QUALIFICATIONS OF FIRM RELATIVE TO CITY'S NEEDS

Project Name	Client	Description of work performed	Total Project Cost	Percentage of work firm as responsible for	Period work was completed	Client contact information*
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						
<p>Did your firm meet the project schedule (Circle one) : Yes No</p> <p>Give a brief statement of the firm's adherence to the schedule and budget for the project:</p>						

## ATTACHMENT D

Did your firm meet the project schedule (Circle one) : Yes No

Give a brief statement of the firm's adherence to the schedule and budget for the project:

\*Include name, title and phone number.

SECTION I – STANDARD WORK UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	City Leases Garment, Employee Launderers Per Garment/week	Vendor launders City- owned garment Per Garment/week	Brand & Product Code (specify below)	Replacement Cost to City of Palo Alto	Normal Wear & Tear Period (specify your W&T period e.g. 12-24-36 months)
1. Work Shirt 100% cotton  Long Sleeve or Short Sleeve  Custom LS	Various including Orange, gray, brown, blue, green, white Denim blue, Khaki	Sm -6XLT	976	\$_____	\$_____	\$_____	\$_____		\$_____	_____
2. Work Shirt 65 poly/35 Blend  Long Sleeve or Short Sleeve  Custom LS	Various including Orange, gray, brown, blue, green, white Khaki Microcheck	Sm -6XLT	407	\$_____	\$_____	\$_____	\$_____		\$_____	_____
3. Polo Shirt, 100% spun poly	Lt. Blue	M-XXXLT	47	\$_____	\$_____	\$_____	\$_____		\$_____	_____

SECTION I – STANDARD WORK UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	City Leases Garment, Employee Launderers Per Garment/week	Vendor launders City- owned garment Per Garment	Brand & Product Code (specify below)	Replacement Cost to City of Palo Alto	Normal Wear & Tear Period (specify your W&T period e.g. 12-24-36 months)
4. Work Pants 65 poly/35 cotton Blend 100% cotton  Custom/oversize	Various, including blue, gray	W: 30-50" Ins: 32-36"	199	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
		W: 52-60" Ins: 32-36"	22	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
5. Work Pants/Jean 100% cotton Men's sizes  Custom/oversize	Blue denim	W: 30-50" Ins: 32-36"	484	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
		W: 52-60" Ins: 38-40"	22	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
6. Work Pants Jeans/Dickies 100% cotton Men's sizes  Custom/oversize	Blue Denim	W: 30-50" Ins: 32-36"	1060	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
		W: 52-60" Ins: 38-40"	22	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
7. Work Pants/Jean Women's sizes	Blue denim	W: Ins:	5	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	\$ _____

SECTION I – STANDARD WORK UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	City Leases Garment, Employee Launderers Per Garment/week	Vendor launders City- owned garment Per Garment	Brand & Product Code (specify below)	Replacement Cost to City of Palo Alto	Normal Wear & Tear Period (specify your W&T period e.g. 12-24-36 months)
8. Coveralls 100% cotton	Navy, orange, blue	Various up to 60" W	197	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
65/35 poly/cotton Blend			173	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
9. Overalls, BIB 100% cotton	Navy, denim blue	Various	1	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
10. Jacket, Industrial Ike Style or panel front 100% cotton	Orange, blue	Various	44	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
65 poly/35 cotton										
11. Lab Coats, Unisex	White	Various	16	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
12. Smock, Wraparound	White	One size	2	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____

SECTION I – STANDARD WORK UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	Brand & Part #	Replacement Cost	Normal Wear & Tear Period (specify your W&T period)
13. Mats	Various Including gray, brown	3'x5'	78	\$ _____	\$ _____		\$ _____	N/A
		3'x5' Scraper	12	\$ _____	\$ _____		\$ _____	
		3' x 10'	24	\$ _____	\$ _____		\$ _____	
		4'x 6'	13	\$ _____	\$ _____		\$ _____	
		4'x6' Scraper	1	\$ _____	\$ _____		\$ _____	
14. Dust Mops	Green	30"	1	\$ _____	\$ _____		\$ _____	N/A
		38" - 42"	12	\$ _____	\$ _____		\$ _____	
		60"– 68"	12	\$ _____	\$ _____		\$ _____	
15. Bath Towels	White	22"x44"	105	\$ _____	\$ _____		\$ _____	N/A
16. Shop Towels	Orange (Automotive)	18 x 18	1010	\$ _____	\$ _____		\$ _____	N/A
	Gray, white (printer's)	18 x 18	20	\$ _____	\$ _____		\$ _____	

SECTION I – STANDARD WORK UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	Brand & Part #	Replacement Cost	Normal Wear & Tear Period (specify your W&T period)
17. Print Towels	Blue	18" x 18"	20	\$ _____	\$ _____		\$ _____	
18. Glass Towels #2	Wht/Red Stripe	16" x 29"	20	\$ _____	\$ _____		\$ _____	
19. Seat covers	White	One size	8	\$ _____	\$ _____		\$ _____	
GRAND TOTAL			→	\$ _____	\$ _____		\$ _____	

SECTION II – FLAME RESISTANT UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	City Leases Garment, Employee Launderers Per Garment/week	Vendor launders City- owned garment Per Garment	Brand & Product Code	Replacement Cost to City of Palo Alto	Normal Wear & Tear Period (specify your W&T period)
1. Work Pants Flame Resistant ATPV Rating: 11-13.8	Denim Blue	Sm-XXXXL	583	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
2. Shirt - 7 oz. Flame Resistant ATPV Rating: 5.2 Long Sleeve	Chambray Blue, Khaki, Red-Orange or Lime-Yellow	Various	583	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
3 Coveralls Fire Resistant ATPV Rating: 13.7	Denim, brown or Orange	Sm-5XL	21	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	_____
4. Coat/Jacket ARC Rating 11.1  100% cotton  88% poly/12% cotton	Orange, blue	Various	53	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____	\$ _____ \$ _____		\$ _____ \$ _____	_____ _____

SECTION II – FLAME RESISTANT UNIFORMS

ATTACHMENT E – COST PROPOSAL & BID RESPONSE SHEETS

Item	Colors (Desired)	Sizes	Qty per week	Rental Unit Cost per week (Each)	Rental Extended Price per Week	City Leases Garment, Employee Launder s Per Garment	Vendor launders City- owned garment Per Garment	Brand & Part #	Replacement Cost	Normal Wear & Tear Period (specify your W&T period)
5. Other (Vests) – F.R. Nomex (safety material), Reflective tape, Cal/Osha std, ANSI Std High Visibility, NFPA 70E Class 3, 8.6 Arc rating, 100% cotton, per Construction Safety Orders Sec. 1523 eff. 07/20/04	Red-Orange or Lime-Yellow Fluorescent	Sm-5XL	194	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	
<b>GRAND TOTAL</b>			→	\$ _____	\$ _____	\$ _____	\$ _____		\$ _____	

## ATTACHMENT F

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST’S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER’S COMPENSATION EMPLOYER’S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE			
		ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

II. INSURANCE COVERAGE MUST INCLUDE:

- D. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- E. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY.
- F. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY’S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO “ADDITIONAL INSUREDS”

D. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSUREDS.

E. CROSS LIABILITY

## ATTACHMENT F

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSUREDS UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSUREDS, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

F. NOTICE OF CANCELLATION

3. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
4. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE ISSUING COMPANY SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**NOTICES SHALL BE MAILED TO:**

**PURCHASING AND  
CONTRACT ADMINISTRATION  
CITY OF PALO ALTO  
P.O. BOX 10250  
PALO ALTO, CA 94303.**