

1.0 Introduction

1.1 *Proposed Solicitation*

The City of Lincoln, hereinafter referred to as the “City”, is soliciting Proposals for Uniform Services to provide Uniform and Floor mat cleaning services at various locations for the City of Lincoln. Qualified firms, hereafter referred to as “contractors”, whom meet the requirements set forth in this Request for Proposal, and are capable of expanding to meet the City’s future needs, are encouraged to participate.

1.2 *General Information about the City*

The City is located in Placer County, California. It is the northernmost of the South Placer County communities. It lies between Interstate 80 and Marysville along State Route 65, in the California foothill region.

The City was first incorporated in 1890 and has a current population of approximately 40,000. It has a five-member council and a City Manager. The five members of the City Council are elected at-large. They serve staggered four-year terms, with the Mayor being rotated annually among the Councilmember’s. The Council meets on the second and fourth Tuesday of each month.

The contractor’s principal contact with the City will be **Jason Duckworth**, or a designated representative, who will coordinate assistance to be provided by the City to the contractor. City Hall is located at 600 Sixth Street, Lincoln, California 95648. The main telephone number is (916) 434-2430. The fax number is (916) 645-1490.

2.0 Instructions

2.1 Purpose

The purpose of this Request for Proposal (RFP) is to provide interested contractors with the necessary information for preparing proposals for the City of Lincoln Uniform Services RFP. The contract will be awarded for a three to five year term where the City will reserve the right to negotiate at the beginning of each fiscal year. Either party can cancel the contract for any reason with 30 days written notice.

2.2 Proposed Submission

Each bid shall be submitted in the specified format and may be delivered via US Mail, in person, or express courier to the attention of the City Clerk. Two (2) copies of the bid, in addition to the original, shall be submitted using the contractor proposal format specified in Section 4, Contractor Proposal Format. Proposals shall be received by the City Clerk no later than Friday, September 3rd, 2021 at 2:30 p.m. Submissions after this deadline will not be accepted. Proposals will not be accepted by facsimile or electronic mail.

Each proposal shall include a letter of transmittal, not to exceed one page in length, signed by an authorized representative of the Contractor. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

Submissions shall be submitted and labeled as follows:

City of Lincoln
600 Sixth Street
Lincoln, CA 95648
Attn: Gwen Scanlon, City Clerk
Re: RFP 08052021 Uniform Services

A Mandatory Pre- Bid Meeting is scheduled for Friday August 20, 2021 at 10:00 a.m. in the Break Room located at the City of Lincoln Corp Yard at 2100 Flightline Drive, Lincoln California 95648. The following garments shall be supplied for the RFP Team to review:

Short Sleeve T-Shirt 100% Cotton, High-Visibility Orange or Green

Button-Down Shirt, Blue

Work Pants, Blue

Jeans 100% Cotton, Denim

Coveralls, Gray or Blue

2.3 Schedule of Events

The City will proceed with the RFP process in a series of steps. This RFP's schedule for release, submittal, evaluation and selection is summarized in section 5, Proposal Schedule.

2.4 Questions Related to this RFP

In order to avoid any potential confusion, and to minimize the burden on City staff, the City requires that all *procedural* questions relating to this RFP be directed to Jason Duckworth at 916-434-2450. Any contractors found to be soliciting other members of City staff or officials during this RFP process may be automatically disqualified from any further consideration.

3.0 Conditions and Requirements

3.1 *Hard Prices*

Prices quoted by contactors will be firm prices, not subject to increase during the term of the contractual agreement arising with the City as a result of this proposal. Contactor quoted prices shall include any applicable state and federal tax. Contractors are to stipulate the expiration date of their quoted proposal.

3.2 *Right to Contract for Selected Services*

The City reserves the right to contract for selected services relating to this proposal from any contractor, in part or in whole. The City may select several contractors to provide all necessary services.

3.3 *Evaluation Criteria*

The various significant factors that will be considered in the evaluation of proposals are summarized below. The City's final selection will not be dictated on any single factors including price. The relative importance of these factors involves judgment on the part of the City's RFP Team and will include both objective and subjective analysis. A contractor may be eliminated from consideration for failure to comply with any of the requirements, depending upon the critical nature of such requirements.

The evaluation criteria will include the following specifications:

3.3.1 Minimum Qualifications; to be considered for selection, proposing contractors must meet the following qualifications;

- **Be capable of laundering all garments so they are 100% free of any stains, odors, dirt, foreign materials or any other substance which could render the garment unwearable or cause the wearer to consider it inappropriate to wear.**
- **Be capable of laundering garments so that 100% of all hazardous or harmful materials, chemicals, or substances or anything that could harm or adversely affect the wearer or the garment have been 100% removed.**
- Be capable of providing on-going staffing to provide the services sought by the City.

- Agree to assign experienced and dedicated staff who are committed and capable of performing the services.
- Provide three current references from clients for which you have these services.
- It is the intent of the City to hold selected contractor responsible for this agreement. Performance will be regularly monitored; **work that does not meet the agreed requirements will be penalized at time of invoice.**
- The RFP team will complete an evaluation regarding the following items at the Mandatory Pre-Bid meeting and at the Bid Opening.
 - Pricing (35) Points
 - Quality and Construction of Uniforms (30) points
 - Ability to invoice separately by City division (15) points
 - Repair policy (10) points
 - Responsiveness and delivery policy (10) points

3.4 Proper submission and Completeness of RFP

Receipt of complete proposal by the due date as outlined in proposal schedule. **Late submissions or delivery via facsimile or electronic mail will not be considered.**

3.5 Comprehensiveness of Services Provided

The contractor must have the capability to meet the required services level described in the RFP. See Uniform Scope 6.0.

3.6 Right to Request Additional Information

During the evaluation process, the RFP Team and the City reserve the right, where it may serve the best interest of the City, to request additional information and clarification from contractors.

3.7 Right to Reject Any or All Proposals

The City reserves the right to reject any or all proposals, to waive technicalities or formalities, and to accept any proposal deemed in the best interest of the City. When two or more contractors are deemed equal, the City reserves the right to make the award to one of the two contractors.

3.8 Contracts

It is recognized that the formal basis of any agreement between the City and the contractor is a contract rather than a proposal. In submitting proposals, contractors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. See Appendix F for Sample Contract. The proposal will become part of the contract between the City and the successful contractor.

3.9 Personnel

Engagement partners, managers, other supervisory staff and specialists may be changed if these personnel leave the contractor, are promoted or are assigned to other offices. The personnel may also be changed for other reasons with the express written consent of the City. However, in either case, the City retains the right to approve or reject replacements.

3.10 Rights to Submitted Materials

All proposals, inquiries, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the contractor will become property of the City and a matter of public record.

3.11 Proposal Interpretations and Addenda

Any changes to this RFP by the City will be sent to each contractor or individual to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

3.12 Insurance Requirements

For the duration of the contract, the contractor must procure and maintain insurance against loss of property. The cost of such insurance is the contractor's responsibility.

3.13 Undue Influence

The contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the contractor, or from any officer, employee or agent of the contractor, in connection with the award of the Agreement or any work to be conducted as a result of the RFP.

Violation of this Section shall be a material breach of the Agreement/Contract entitling the City to any and all remedies by law or in equity.

3.14 *Non-Discrimination*

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City may request that the selected contractor sign a statement affirming their compliance with this policy.

4.0 Contractor Proposal Format

To assist the City in its evaluation of submitted proposals, it is *required* that each proposal adheres to the following format:

4.1 *Letter of Transmittal*

In the Letter of Transmittal, the contractor shall describe their understanding of the work to be performed (see Appendix A) and why the contractor is the best qualified to perform the services requested. This letter of transmittal must state the names of the individual(s) authorized to negotiate with the City and sign contracts on behalf of the contractor.

4.2 *Table of Contents*

Include a Table of Contents with a clear listing of the material submitted by section and page number.

4.3 *Certification of Proposals*

Submit a completed Certification of Proposal to the City of Lincoln (Appendix D).

4.4 *Conceptual Plan*

The contractor shall provide a conceptual plan for the product and services the contractor believes are appropriate for the City. The plan should indicate product features, and personnel skills or services, which distinguish this contractor and make it the better choice for the City. Address the ability to meet system objectives as stated in section 3.3.

4.5 *Contractor and Staff Profile*

- *Experience:* Describe the contractor's experience in providing services to the public sector and any exclusive resources dedicated to the public sector. Provide three (3) references most comparable to the size and technical needs of the City of Lincoln. Include a brief description of the services provided, how long such services have been provided and a contact person and telephone number for each client described.
- *Relationship Management:* Describe the team that will be assigned to service our relationship. Provide the name, title, experience and qualifications of each individual and the roles, responsibilities and a brief account of their credentials and related banking experience. Give the name(s) of the person(s) who will be

authorized to make representations for the contractor, their title(s), addresses and telephone numbers.

4.6 Summary of Charges

Charges are listed as “per garment” and must include all charges for proposed products and services.

5.0 Proposal Schedule

Event/Activity	Date
Publication of RFP	August 5, 2021
Mandatory Pre – Bid Meeting	August 20, 2021 10:00 a.m.
Final Date for Receipt of Proposals	September 3, 2021
Evaluation of Proposals	September 6, 2021
Notification to Contractors of Results	September 6, 2021
City Council Approval	September 14, 2021

5.1 Publication of RFP:

The RFP will be published on the City of Lincoln website, on CIPList.com. and in a local newspaper on Thursday August 5, 2021.

5.2 Mandatory Pre-Bid Meeting:

The City's RFP Team will meet collectively with vendor representatives to review and evaluate garment samples. **The meeting is mandatory to qualify for final selection.** Participating vendors are requested to contact Jason Duckworth at 916-434-2450 to advise of their attendance. The meeting will be held in the Break Room at 10:00 a.m. on Friday, August 20, 2021 located at 2100 Flightline Drive in Lincoln, California 95648.

5.3 Final Date for Receipt of Proposals:

The final date proposals will be accepted is Friday, September 3, 2021.

5.4 Evaluation & Review:

Proposals will be evaluated by the RFP team on Monday, September 6, 2021

5.5 Notification to Contractors:

A notification will be sent to all participating contractors on about the results of the review and the contract award process on Monday, September 6, 2021.

5.6 City Council Approval:

It is anticipated that the contract for services will be submitted to the City Council for approval at their regularly scheduled meeting on Tuesday, September 14, 2021.

6.0 Scope

6.1 Contractor shall furnish new uniforms for approximately fifty City employees; however, quantities are subject to increase and/or decrease during the term of the agreement. Uniforms are expected to have a useful life of two years. Any uniform replaced within the final six months of a contract year may be considered as new for the next contract period. Contractor must be able to verify that it was put into service within the previous six-month period. With the exception of uniforms which are less than six months old and in otherwise good condition, the Contractor shall provide all new uniforms if the contract is extended for the successive fiscal year or every two years. All personnel are issued eleven complete uniforms at the start of the contract period. At least five complete uniforms shall be delivered to the employee each week provided the employee has turned in sufficient dirty uniforms the previous week. Contractor must be available to measure employees which may be unsure of their size of a uniform garment. Some Personnel may choose to supply their own garments. Those employees electing to supply their own garments are entirely responsible for the washing, repairing and replacing of these items. The contractor will not be responsible for the employee provided garments.

6.2 The uniform garment specifications are as follows;

Coveralls - 65% Cotton / 35% Polyester

Lab Coat - 65% Cotton / 35% Polyester

Jeans - 100% Cotton

Cargo Pants - 65% Cotton / 35% Polyester

Jean Cargo - 65% Cotton / 35% Polyester

Work Pants – 35% Cotton / 65% Polyester

Shorts – 65% Cotton / 35% Polyester

Button down shirts - 65% Cotton / 35% Polyester, w/pocket short & long sleeve

Technician Shirt 35% Cotton Poplin / 65% Polyester Short sleeve

T- Shirt 65% Cotton 35% Polyester, w/pocket short & long sleeve

Polo Shirt short sleeve w/pocket – 65% Polyester / 35% Cotton

Polo Shirt long sleeve w/pocket – 65% Polyester / 35% Cotton

Jacket light weight / Jacket Warm– 65% Cotton / 35% Polyester

Other items

Rags – 100% Cotton

Fender Covers 100% Cotton

Monthly Pick - up

Carpeted Mats – Premium Nitro Rubber / Dyed Nylon

33" x 44" and 44" x 67"

Rubber Mats – Premium Nitro Rubber 34" x 54"

6.3 Logo

The City of Lincoln logo will be embroidered on a white patch and sewn directly onto the left breast of the shirt with 45/3 TEX NOMEX fiber thread. This is the same thread that will be used for the employee's name and department, on the right breast of the garment. The logo will be stitched with Blue 1843 and Gold 1670 TEX NOMEX fiber thread. The embroidery above the left breast shall read "City of Lincoln" plus logo. Above the right breast the employee's first name and initial, if necessary plus department / division. A two color Silk Screened logo will be required for t-shirts only over the left breast. The cost for the embroidery and silk screening shall be included in the rental cost of shirts. Contract shall assume that all shirts and jackets will have embroidery or Silk Screening.

6.4 Delivery

Contractor will furnish a dirty clothes hamper at each location. Cleaned uniforms shall be delivered once a week at employee's locker area on the same day for the entire contract. Repair / Replace tags and bags will be maintained at the dirty clothes hamper at each location. Contractor shall be required to supply all shirts 30 calendar day after notification of award of contract. Failure to supply all shirts within prescribed period of time shall result in liquidation damages of \$150.00 per day. City will pro-rate the liquidated damages based upon the percent completed uniforms supplied at the end of the 30 day period.

6.5 Worn or Torn Uniforms

Contractor shall replace worn or unsuitable uniforms at no cost to the City for the life of the contract. Uniform apparel will be replaced every 24 months. Uniforms with rips or tears 1" or more in length are to be replaced with new uniforms at no cost to the City. Rips and tears less than 1" may be repaired with thread and material provided the repair leaves the uniform in satisfactory appearance. Buttons are to be replaced at no cost to the City. The City will make the determination that repairs are

satisfactory. Contractors shall provide employees with repair tags so that repairs can be quickly remedied.

6.6 Appearance

All uniforms shall be delivered to the employees clean and relatively wrinkle free. The City will not pay for uniforms which are delivered with excessive wrinkles, stains or tears.

6.7 Billing

Contractor shall provide a weekly billing statement which lists the name of each employee grouped by department / division receiving uniforms with the quantity of shirts, pants, etc. delivered and picked up. A sample of your invoice must be provided and questions regarding your billing policies may be requested by our staff.

6.8 Laundering

Vendor will completely launder all garments so they are 100% free of any stains, odors, dirt, foreign materials or any other substance which could render the garment unwearable or cause the wearer to consider it inappropriate to wear. Additionally, garments must be laundered so that 100% of all hazardous or harmful materials, chemicals, or substances or anything that could harm or adversely affect the wearer or the garment have been 100% removed.

7.0 Insurance

Contractor(s) shall procure and maintain insurance on all of his operations during the progress of the work, with reliable insurance companies, of forms acceptable to City, for the following minimum coverage:

7.1

(A) General Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a general liability insurance policy in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

(B) Automobile Liability. During the term of this Agreement, Consultant shall maintain in full force and effect a policy of automobile liability insurance in an amount not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

(C) Professional Liability. During the term of this Agreement, Consultant shall maintain in full force and effect professional liability insurance for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by its employees, subcontractors, or sub consultants. The amount of this insurance shall not be less than \$1,000,000 on a claims-made annual aggregate basis.

(D) The City, its officers, officials, employees and volunteers are to be named as additional insured on the Consultant's general liability and automobile liability insurance policies.

(E) Consultant's general liability and automobile liability insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

(F) Cancellation. Each insurance policy required in this paragraph shall not be canceled or reduced in coverage or in limits except after thirty (30) days written notice has been received by the City. Current certification of such insurance shall be kept on file with the City Clerk at all times during the term of this Agreement.

Appendix A

Contractor Summary Sheet

Contractor Name: _____

Contractor Parent or Ownership: _____

Contractor Address: _____

Contractor Telephone Number: _____ Fax Number: _____

Management person responsible for direct contact with the City and the services required for this Request for Proposal (RFP):

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Person Responsible for day-to-day servicing of the account:

Name: _____

Title: _____

Telephone Number: _____

Email Address: _____

Appendix B

References

Reference One:
Name/Contact Information _____ Phone Number _____

Description of Services _____

How long were services provided: _____

Reference Two:
Name/Contact Information _____ Phone Number _____

Description of Services _____

How long were services provided: _____

Reference Three:
Name/Contact Information _____ Phone Number _____

Description of Services _____

How long were services provided: _____

(City reserves the right to contact references that are not listed on this document)

Appendix C

QUOTATION FORM (to be completed by vendor)

1.0 INTRODUCTION

The City of Lincoln is soliciting proposals for **Uniform Cleaning Services**. Please quote the garments listed below.

Garment- # of Employees	Laundered	Not Laundered
Coveralls / 4 Employees	\$ _____ x	\$ _____
List available colors	_____	
Lab Coat / 1 Employee	\$ _____ x	\$ _____
List available colors	_____	
Jeans / 20 Employees	\$ _____ x	\$ _____
Cargo Pants / 10 Employees	\$ _____ x	\$ _____
List available colors	_____	
Jean Cargo / 20 Employees	\$ _____ x	\$ _____
List available colors	_____	
Work Pant / 10 Employees	\$ _____ x	\$ _____
List available colors	_____	
Shorts / 2 Employees	\$ _____ x	\$ _____
List available colors	_____	
Button down shirt / 30 Employees	\$ _____ x	\$ _____
List available colors	_____	
Technician shirt / 6 employees	\$ _____ x	\$ _____
List available colors	_____	
T-Shirt LS & SS w/pocket / 50 employees	\$ _____ x	\$ _____
List available colors	_____	

Polo SS & LS Shirt w/pocket / 8 employees \$ _____ x \$ _____

List available colors _____

Jacket, Light weight / 30 employees \$ _____ x \$ _____

List available colors _____

Jacket Heavy weight / 30 employees \$ _____ x \$ _____

List available colors _____

Other Items	Cost / Each		Annual Cost
Rags / 50 per delivery	\$ _____	x	\$ _____
Fender Cover / 50 per delivery	\$ _____	x	\$ _____

Monthly Pick-up

Carpeted Mats \$ _____ x \$ _____

List available colors _____

Rubber Mats \$ _____ x \$ _____

Appendix D

Certification of Proposal to the City of Lincoln

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This contractor has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the contractor and that the contractor is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
- V. This contractor has carefully read and understands all of the items contained in Section 3, Conditions and Requirements.
- VI. The proposal by this contractor is an irrevocable offer and shall be valid for 120 days from date of submission.

Name of Contractor: _____

By (Authorized Signature): _____ Date: _____

Name: _____

Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

EMAIL Address: _____

Appendix E
Sample Contract



CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, 20____, by and between the CITY OF LINCOLN (“City”), and _____ (“Consultant/Contractor”).

WITNESSETH:

WHEREAS, the City [proposes][desires] _____;

WHEREAS, the Consultant/Contractor has presented a proposal for such services to the City, dated _____, 20____, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

A. Consultant/Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** (“Scope of Work”). This Contract and its exhibits shall be known as the “Contract Documents.” Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

B. Consultant/Contractor enters into this Contract as an independent contractor and not as an employee of the City. The Consultant/Contractor shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant/Contractor are employees, agents, contractors or subcontractors of the Consultant/Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant/Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant/Contractor agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.





2. TERM OF CONTRACT:

A. The services of Consultant/Contractor are to commence upon [execution of this Contract by] OR [receipt of written notice to proceed from] the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

B. Consultant/Contractor's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

C. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for [a period of _____] OR [a period equal to the original term of this Contract] in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant/Contractor shall be paid [monthly] [at the completion of services] for the actual fees, costs and expenses [for all time and materials required and expended, but in no event shall total compensation exceed _____ (\$ _____)], without City's prior written approval]. Account Code Number/Account Description for Scope of Work to be charged to: _____.

B. Said amount shall be paid upon submittal of a [final] [monthly] [other] billing [showing completion of the tasks that month]. Consultant/Contractor shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the [final] [monthly] [other] billings. If Consultant/Contractor's performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant/Contractor's failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 5.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than [] calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant/Contractor is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant/Contractor shall immediately suspend its activities under this Contract.



C. Notwithstanding any provisions of this Contract, Consultant/Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant/Contractor, and the City may withhold any payments due to Consultant/Contractor until such time as the exact amount of damages, if any, due the City from Consultant/Contractor is determined.

D. In the event of termination, the Consultant/Contractor shall be compensated as provided for in this Contract, except as provided in Section 4.C. Upon termination, the City shall be entitled to all work, including, but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant/Contractor may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant/Contractor under this Contract shall become the property of the City, and the Consultant/Contractor shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant/Contractor shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant/Contractor in performing this Contract which is not Consultant/Contractor's privileged information, as defined by law, or Consultant/Contractor's personnel information, along with all other property belonging exclusively to the City which is in the Consultant/Contractor's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant/Contractor hereunder (the "Work") to be a work made for hire. Consultant/Contractor acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS; PREVAILING WAGES:

A. Consultant/Contractor shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, as applicable, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. If necessary, it shall be City's responsibility to obtain all rights of way and easements to enable



Consultant/Contractor to perform its services hereunder. Consultant/Contractor shall assist City in providing the same.

B. Some or all of the work herein may be a “public work” within the meaning of Labor Code section 1720, subject to the payment of prevailing wages under Labor Code sections 1720 et seq. Accordingly, Consultant/Contractor shall cause all such work, as applicable, to be performed as a “public work” in compliance with California prevailing wage laws, including the payment of prevailing wages, as applicable. In the event it is determined that the Consultant/Contractor is required to pay prevailing wages for the work performed under this Agreement, but failed to do so, the Consultant/Contractor shall pay all applicable penalties, costs, fees, wages, and wage differential. To the extent the project is subject to the requirement of payment of prevailing wages pursuant to California Labor Code sections 1720 et seq, then the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the City’s offices, which shall be made available to any interested party on request. Consultant/Contractor shall cause a copy of the determination of the director of the prevailing rate of per diem wages to be posted at each job site, as well as all related notices required by applicable law and regulation. In the event that the work performed requires payment of prevailing wages, contractor shall be required to be registered with Department of Industrial Relations as a Public Works Contractor at all times during performance of the contract. Contractor shall also be required to submit Certified Payroll reports to the City of Lincoln as a condition of any payment under this contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT/CONTRACTOR:

A. Consultant/Contractor agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant/Contractor to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant/Contractor’s profession. Consultant/Contractor represents and warrants to City that Consultant/Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant/Contractor to practice its profession at the time the services are performed.

B. Consultant/Contractor agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with Section 17.A hereof.

C. Consultant/Contractor shall designate a project manager who at all times shall represent the Consultant/Contractor before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant/Contractor, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant/Contractor shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.



D. Except as set forth in **Exhibit D**, Consultant/Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant/Contractor only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

E. [Consultant/Contractor shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant/Contractor in writing within sixty (60) days of discovery. Should Consultant/Contractor fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant/Contractor shall be liable for any expenses thereby incurred.]

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant/Contractor shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant/Contractor.

11. ASSIGNABILITY:

Consultant/Contractor shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant/Contractor from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant/Contractor covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant/Contractor shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant/Contractor's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant/Contractor also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant/Contractor in writing that Consultant/Contractor's duties under this Contract warrant greater disclosure by Consultant/Contractor than was originally contemplated. Consultant/Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.



13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant/Contractor pursuant to performance of this Contract are confidential and Consultant/Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT/CONTRACTOR-NEGLIGENCE:

Consultant/Contractor shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant/Contractor's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant/Contractor or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the greatest extent allowed by law and within the construct of Civil Code § 2782, Consultant/Contractor shall indemnify, defend, and hold harmless the City, its officers, officials, agents, employees and volunteers (the "indemnified parties") from and against any and all claims, damages, demands, liability, costs, losses and expenses, including court costs and reasonable attorneys' fees, arising in any manner **out of its performance of this Contract or by reason of negligent acts or omissions, recklessness, or willful misconduct incident to the performance of this Contract on the part of Consultant/Contractor [except such loss or damage which was caused by the active negligence, sole negligence, or willful misconduct of the City]**. Without limiting the foregoing indemnity obligation, Consultant/Contractor further shall indemnify, defend and hold harmless the indemnified parties from and against any and all damages, liability, costs, losses, expenses, contributions and penalties, including court costs and reasonable attorneys' fees, arising from Consultant/Contractor's misclassification of itself or its employees' status as an independent contractor. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT/CONTRACTOR TO PROVIDE INSURANCE:

A. Consultant/Contractor shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).



B. Prior to execution of this Contract and prior to commencement of any work, the Consultant/Contractor shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant/Contractor agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant/Contractor or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant/Contractor.

C. In addition to any other remedy the City may have, if Consultant/Contractor fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant/Contractor under this Contract.

D. No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant/Contractor has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

F. Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant/Contractor must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant/Contractor must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

G. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant/Contractor are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant/Contractor under the Contract.

H. The Consultant/Contractor and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant/Contractor and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant/Contractor or of any of its



contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

I Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant/Contractor, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant/Contractor shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant/Contractor shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant/Contractor

J. Commercial General Liability Insurance

1. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence and **[\$2,000,000]** general and products/completed operations aggregates.

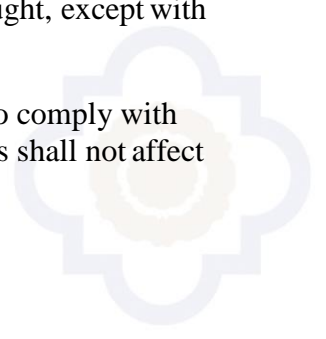
2. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.





e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant/Contractor under the Contract, including, without limitation, set forth in Section 15, Indemnity and Litigation Costs.

K Commercial Automobile Liability Insurance.

1. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than **[\$1,000,000.00]** per occurrence.

2. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

L Professional Liability.

The Consultant/Contractor and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **[\$1,000,000]** per claim.

17. MISCELLANEOUS PROVISIONS:

A. Compliance With Laws. Consultant/Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work, including laws relating to prevailing wages pursuant to Labor Code section 1771 et seq.

B. Non-Discrimination. Consultant/Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant/Contractor shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. Inspection of Records. Consultant/Contractor shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant/Contractor.



D. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

E. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT/CONTRACTOR: Attn:
Address line 1
Address line 2

F. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

G. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

H. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

I. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.

J. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.





NAME/COMPANY/ADDRESS

CITY OF LINCOLN,
a municipal corporation

(Authorized Signature)

Jennifer Hanson, City Manager

Print Name

Dated

Email address

APPROVED AS TO FORM:

Kristine Mollenkopf, City Attorney

Dated

ATTEST:

Gwen Scanlon, City Clerk

Dated

City Accountability:

Department responsible for contract:

Staff responsible for contract:

ATTACHMENTS:

- CONTRACT FOR SERVICES (*signed by Consultant/Contractor*)
- Current Insurance Certificate (*applicable to the contract*)
- Detailed Scope of Work & Specifications, including hourly rates, etc.
- Amount _____ & Account/Fund _____**
- Current City Business License (required if working in Lincoln)
- Copies of Quotes

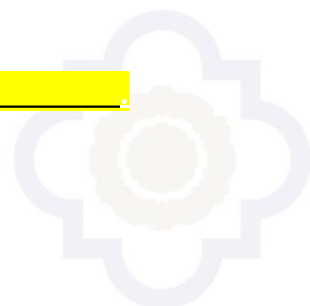




EXHIBIT A
SCOPE OF WORK





EXHIBIT B
SCHEDULE OF PERFORMANCE





EXHIBIT C

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
Labor Code § 1861**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT/CONTRACTOR

By: _____
Title

Print Name

Date

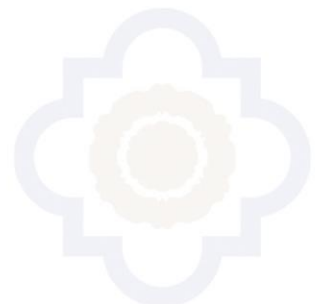




EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant/Contractor shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.



ADDENDUM

Correction: The original language of the RFP stated there were ten locations that were to be serviced for uniforms and mats. The language in this version (of “at various locations”) is correct.