

CITY OF MANHATTAN BEACH GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement") is made and entered into as of September 5, 2018, by and between the CITY OF MANHATTAN BEACH, a California municipal corporation ("City") and Unifirst Corporation, a Massachusetts corporation ("Contractor").

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Scope of Services.

A. Contractor shall perform the work and provide all labor, materials, equipment and services in a good and workmanlike manner for the project identified as Uniform and Safety Mat Rental Services ("Project"), as described in this Agreement, the Scope of Work attached hereto as Exhibit A, and incorporated herein by this reference, and Contractor's Proposal dated January 30, 2018, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the incorporated documents, the terms of this Agreement shall control.

B. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Contractor Representative shall be [Name], [Title] (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's services under this Agreement. Contractor shall not change the Contractor Representative without City's prior written consent.

2. Extra Work. Extra work, when ordered in writing by the City Representative and accepted by Contractor, shall be paid for in accordance with the terms of the written work order. Payment for extra work will be made at the unit price or lump sum previously agreed upon in writing between Contractor and the City Representative. All extra work shall be adjusted daily upon the report sheet furnished by Contractor, prepared by the City Representative, and signed by both parties; and the daily report shall be considered thereafter the true records of extra work done.

3. Term. The term of this Agreement shall be from the Effective Date through September 4, 2022, unless sooner terminated as provided in Section 12 of this Agreement. Additionally, there shall be one two-year options to renew the Agreement with the mutual written consent of both parties. If not renewed prior to the anniversary date, this Agreement may continue on a month-to-month basis under the same terms and conditions for a maximum period not to exceed six months or until renewed, terminated or awarded to a new contractor, whichever is less.

4. Time of Performance.

A. Contractor will not perform any work under this Agreement until:

1) Contractor furnishes proof of insurance as required under Section 14 of this Agreement, and City's Risk Manager has approved the proof of insurance; and

2) City gives Contractor a written notice to proceed (NTP).

B. Should Contractor begin work in advance of receiving a written NTP, any such services are at Contractor's own risk.

☐ This Agreement contemplates multiple NTP's, each for a specific job. Contractor shall perform only the services required for the job authorized by a written NTP.

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

6. Force Majeure. Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond its control, including but not limited to acts of God, acts of public enemies, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a cause to excuse delay pursuant to this Section. Each party shall notify the other promptly in writing of each such excusable delay, its cause and its expected delay, and shall upon request update such notice.

7. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a fee not to exceed Thirteen Thousand Dollars (\$13,000.00) annually, in accordance with the prices as submitted in Exhibit B.

8. Payments. Contractor shall submit to City an invoice on a monthly basis for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period, hourly rates charged, if applicable, fee for task or job, if applicable, and the amount due. City shall review each invoice and notify Contractor in writing within ten business days of receipt of any disputed invoice amounts.

City shall make payments within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. City shall return to Contractor any payment request determined not to be a proper payment request as soon as practicable, but not later than seven days after receipt, and shall explain in writing the reason(s) why the payment request is not proper.

9. Taxes. Contractor shall calculate payment for all sales, unemployment, and other taxes imposed by local, state and federal law. These payments are included in the total amounts in Exhibit B.

10. Audit. City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to City

as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by City. Additionally, Contractor shall be subject to State Auditor examination and audit at the request of City or as part of any audit of City, for a period of three years after final payment under this Agreement.

11. Unresolved Disputes. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. Manhattan Beach Municipal Code Chapter 2.56 ("Matters Requiring Filing of Claims") shall govern the procedures of the claim process, and these provisions are incorporated herein by this reference.

12. Termination. This Agreement may be canceled by City at any time with or without cause and without penalty upon 30 days' written notice. This Agreement may be canceled by Contractor at any time with or without cause and without penalty upon 90 days' written notice. In the event of termination, all finished or unfinished work and other materials shall, at the option of City, be delivered to and become the property of City. In the event of termination without fault of Contractor, City shall pay Contractor for all services satisfactorily rendered prior to date of termination, and such payment shall be in full satisfaction of all services rendered hereunder.

13. Indemnification.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 13 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 13, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section 13 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section 13 shall survive the expiration or termination of this Agreement.

14. Insurance Requirements.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section 14.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, a workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this Section 14 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section 14.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrellas liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section 14 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section 14 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 14 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section 14 is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section 14 in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section 14, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 14. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 13 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 14.

15. Familiarity with Work.

A. By executing this Agreement, Contractor represents that it

- 1) Has thoroughly investigated and considered the scope of services to be performed;
- 2) Has carefully considered how the services should be performed; and

3) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, Contractor warrants that it has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should Contractor discover any latent or unknown conditions that may materially affect the performance of the services, Contractor will immediately inform City of such fact and will not proceed except at Contractor's own risk until written instructions are received from City.

16. Independent Contractor. Contractor is and shall at all times remain, as to City, a wholly independent contractor. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as herein set forth; and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City, bind City in any manner, or otherwise act on behalf of City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any compensation due to Contractor under this Agreement any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

17. Workers' Compensation Insurance. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"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."

18. Nondiscriminatory Employment. Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability. Contractor understands and agrees that it is

bound by and will comply with the nondiscrimination mandates of all statutes and local ordinances and regulations.

19. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs pursuant to this Agreement.

20. Contractor's Representations. Contractor represents, covenants and agrees that: a) Contractor is licensed, qualified, and capable of furnishing the labor, materials, and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement; b) there are no obligations, commitments, or impediments of any kind that will limit or prevent its full performance under this Agreement; c) there is no litigation pending against Contractor, and Contractor is not the subject of any criminal investigation or proceeding; and d) to Contractor's actual knowledge, neither Contractor nor its personnel have been convicted of a felony.

21. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Agreement or within 12 months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Sections 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

22. Third Party Claims. City shall have full authority to compromise or otherwise settle any claim relating to this Agreement at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. City shall be entitled to recover its reasonable costs incurred in providing this notice.

23. Non-Assignability; Subcontracting. Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null, void, and of no effect; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from or relating to any unauthorized assignment.

24. Applicable Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

25. Attorneys' Fees. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.

26. Titles. The titles used in this Agreement are for convenience only and shall in no way define, limit or describe the scope or intent of this Agreement or any part of it.

27. Authority. The persons executing this Agreement on behalf of Contractor warrants and represents that they have the authority to execute this Agreement on behalf of Contractor and have the authority to bind Contractor to the performance of its obligations hereunder.

28. Incorporation by Reference. All Exhibits attached hereto are incorporated herein by reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

29. Entire Agreement. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between City and Contractor. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties which expressly refers to this Agreement.

30. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of this Agreement.

31. Non-waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

32. Notice. Except as otherwise required by law, any notice or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's or City's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To City:

Public Works Department
Shawn Igoe, Utilities Manager
City of Manhattan Beach
3621 Bell Ave
Manhattan Beach, CA 90266

Tel (310) 802-5315

To Contractor:

Unifirst Corporation
Edward Garcia, Account Manager
13123 Rosecrans Avenue
Santa Fe Springs, CA 90670

Tel (562) 926-2377

33. Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

34. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed the within Agreement the day and year first above written.

[signatures begin on next page]

CITY OF MANHATTAN BEACH

UNIFIRST CORPORATION

By: _____
Bruce Moe, City Manager

ATTEST:

By: _____
Liza Tamura, City Clerk

APPROVED AS TO FORM:

By: _____
Quinn M. Barrow, City Attorney

APPROVED AS TO CONTENT:

By: _____
Steve Charelion,
Interim Finance Director

By: 

Printed Name: William Matter

Title: Regional Vice President

By: 

Printed Name: Anthony Gutega

Title: General Manager

EXHIBIT A

Scope of Service

The Contractor shall provide uniform rental and laundry service for approximately thirty-five (35) employees at the City of Manhattan Beach Public Works Facility and two (2) in the General Services Division, with one (1) mandatory uniform change out at year 2.

Changes in uniform type or size are included and allowable once yearly at uniform user's request at no additional cost. Contractor shall replace worn out, damaged or extremely stained uniforms.

These services will be managed by the Public Works Department, under the direction of the Purchasing Manager or designee. Any amendments or changes to the Agreement, including changes in quantities, locations, etc., shall be in writing, and issued by the Contract Administrator or his/her designated representative.

These services will be carried out under the supervision of administrative staff from within each department. The secretaries, or their alternate, will be the point of contact for matters pertaining to shortages of uniforms, replacements, cancellations due to resignation, and matters pertaining to invoices or invoice format. However, any amendments to the Agreement or price changes, quantities and locations must be submitted in writing. Any reference to the Project Manager in this Contract shall mean the department representative or their alternate.

QUANTITIES

The City reserves the right to increase or decrease the number of employees served, at the per-employee-per-week rates. Approximately thirty-five (35) participants will be included in the plan. The Contractor shall furnish the following to eligible employees at the Public Works Facility, 3621 Bell Avenue, Manhattan Beach, CA:

- a) Trousers: Eleven (11) pair of trousers, five of which may be work shorts. Each employee may select only one style and color.
- b) Shirts: Eleven (11) shirts. Each employee may select only one style and color.

UNIFORM BRAND AND SAMPLES

Dickies brand shirts and pants are the preferred choice. If a particular style or color pant or shirt is not available in Dickies, an approved equal brand may be considered. If the contractor desires to furnish a different item, , contractor must submit data, pictures, cuts, designs, etc., of the material he/she plans to furnish so as to enable the City to compare the material specified. Such material will be given due consideration. All uniform items shall conform to California labor laws regarding sweatshops within the garment industry. The City reserves the right to insist upon and receive the items specified if the substitute items do not meet the City's standards for acceptance. The City will be the sole judge of the relative merits of comparative products offered.

UNIFORM MATERIAL/BLENDS

The initial delivery of uniforms shall consist of new items. Each department or division will select uniform colors from the manufacturer's or contractors' standard, available colors. Color may vary for each department. Contractor must include color chart with proposal. Uniform items shall comply with the following standards:

- a) Shirts: Shirts fabric as a minimum shall consist of 4.25-ounce weight Poplin, 65% polyester and 35% combed cotton, short sleeve and long sleeve. Work shirts shall have an open collar, two (2) pockets with button and no flap. Oxford style shirts will be required for two employees in the General Services Division. Oxford shirts shall have one pocket with no button or flap, no City Logo or name tag. Colors required: orange, brown, gray, silver, charcoal, khaki, light blue (striped and solid colors)
- b) Trousers: Pants fabric as a minimum shall consist of 7.75-ounce weight Twill, 65% polyester and 35% combed cotton polyester/cotton traditional work pants with zipper front with multi-use (cell phone) side pocket in assorted styles and colors. Pleated front, relax fit, and western style trousers are also desirable. Colors: brown, gray, navy blue, khaki, black.
- c) Work Shorts: Fabric as a minimum shall consist of 8.50-ounce weight Twill, 65% polyester and 35% cotton traditional work pants with zipper and front snap or button, flat front and multi-use (cell phone) side pocket. Colors: brown, gray, navy blue, black.
- d) Patches: The Contractor shall supply City logo silk screened patches sewn on shirts (see sample on Exhibit "A"). The patch must be of a cotton-polyester construction and shall be sewn over the pocket nearest the heart. Glued-on patches are not acceptable. The City shall retain the right to approve the design and quality of the patches Contractor shall also supply an embroidered name patch with the first name of the employee, and sew it over the opposite shirt pocket. The City will provide the Contractor artwork for the City patch in electronic format (EPS). The cost to produce and attach patches shall be included in the weekly rental cost of the shirts.

FITTINGS

At contract commencement, each employee shall be measured to ensure garments are properly fitted Contractor will be allotted one week to measure all employees for new uniform. Fitting will be coordinated by the Purchasing Manager, and will be conducted at the Public Works Facility, 3621 Bell Avenue, Manhattan Beach, CA.

Contractor will have on display, at the time of measurements, the various uniform style options selected by the City, to ensure each employee is provided with the correct uniform style they select. The Contractor shall coordinate any additional measurements and size adjustments with the appropriate department head for those employees that might be absent during the initial fitting date. City staff will be fitted with care to ensure proper sizing and good appearance. Departments and divisions will have the opportunity to select the style and color of uniform for each employee. Each employee may also be given the choice of style of shirt and pants, long or short sleeve shirt or a combination thereof and up to five (5) pair of work shorts as part of the 11-pant allotment.

WORK ENVIRONMENT

The following types of laundering issues may be expected with City uniforms:

Burns from welding, grease, battery acid, buttons pop off, paint stains from painting equipment, hydraulic fluid, oil. Grass stains, tears, glue, heavy soil from sludge, grease, tar, cement, etc.

LAUNDERING AND MAINTENANCE

Contractor shall maintain all uniforms items in good condition at all times. Good condition shall include color not faded (including shirt logos), no oil, ink or grease spots, no more than one mend over 1½" in length, zippers and waistband hooks and belt loops intact, no buttons missing, and must present a professional image in general. Garments shall be cleaned in solutions that comply with California State health regulations for the uniform service industry, and delivered in a completely clean and sanitary condition, in strict accordance with local, County and State Public Health Agency requirements. Uniforms must be returned on hangers, and must be wrinkle free. Items not meeting these criteria shall be considered unfit, and shall be replaced with a new garment when it becomes unacceptable to the City or unfit to wear as determined by the department/division manager or their designee.

ENVIRONMENTALLY FRIENDLY PROCEDURES

The City supports and encourages the use of environmentally friendly products whenever possible. Contractor shall provide City with a description detailing their laundry services process, including how employee uniforms are handled for cleaning from pick-up to delivery including the type of fuel used in vehicle operations.

ACCOUNTABILITY OF APPAREL ITEMS

All uniform/apparel items delivered to and picked up from the Contractor's designated facilities shall be jointly inspected by the Contractor and the customer (Purchasing Division).

The actual number of pieces for each type of item delivered/picked up and the service rendered shall be recorded by the Contractor on a Contractor-furnished Delivery/Pick-up log and verified/signed by the user. The Contractor shall submit a sample log to the Contract Administrator for approval, before any initial work is performed under this contract.

LOST OR DAMAGED APPAREL

The Contractor shall reimburse the Customer, within two (2) weeks of notification, for any lost or damaged apparel that occurred while in the custody of the Contractor. Reimbursement shall be the actual cost of the item as documented/agreed to by the customer.

Any lost or damaged apparel shall be recorded on the laundry/dry cleaning ticket, signed by the Contractor and the Customer, and removed from the contractor invoice.

REPLACEMENT UNIFORMS

Uniforms are expected to last 12 months to 24 months under normal wear and tear. However, some employees work with or around asphalt, chemicals, grease, oil, paint and other substances, which may cause uniforms to wear out sooner. Under those circumstances, uniforms may require replacement sooner. Any uniforms paid for under this provision will become the property of the

City. Judgment as to whether uniforms are in an unacceptable condition, require replacement, and/or do not meet the department/division uniform standards shall be at the sole discretion of the designated City department/division manager or their designee. Said uniforms will be replaced at no additional cost to the City.

Contractor shall issue each employee a complete set of uniforms once every 24 months at the anniversary date of the initial issue, and thereafter, for the duration of the Agreement. Any uniforms that have been in service for the specified time period for mandatory replacement must be replaced with a new one. Replacement uniforms must be new and unused. Like-new uniforms are not acceptable. Contractor shall deliver replacement uniforms no later than one week after the anniversary date.

USAGE REPORTS

Contractor must have the ability to generate usage reports to ascertain the date that uniforms were placed into service, and ensure that mandatory replacements are completed in a timely fashion.

CHANGE IN SIZE

Each employee shall be granted one (1) size change per year, if needed, at no additional cost. Any additional size change for the employee after the first free change shall be an additional charge to the employee.

LONG TERM DISABILITY AND TERMINATION

Upon notification of such instances, the City shall not be charged for service on a person not in actual service under the following conditions:

Long Term Disability: The Department/Division will notify the uniform service when an employee is expected to be off for more than one month. The service shall discontinue weekly billing one week after notification. The Department/Division will notify the uniform service when the employee returns to work.

Termination: The Department/Division will notify the uniform service and weekly billing shall terminate immediately. The City will return uniforms for the terminated employee to the service. Driver must provide the department with a receipt indicating the employee number, name, quantity and type of garments received. If the City is unable to return the garments, the employee's supervisor will authorize payment of a depreciated loss charge.

TRANSFERS

When an employee transfers from one Division to another, the Contractor shall pick up and remove from service all garments issued to the employee in his/her original Division and furnish new uniforms in the correct colors specified for the new Division within two weeks unless the colors are the same. The City will be responsible for these costs.

QUANTITY INCREASES/DECREASE

The City reserves the right to increase or decrease the quantities of any uniform or articles during the term of the contract. The Project Manager or his designee(s) may order uniforms for new employees or replacement for lost items. Any request for increase or decrease in service for safety mats or shop towels will be in writing by the Contract Administrator or designee.

COLLECTION BINS

Contractor, upon request by each respective department, shall supply a collection rack for empty hangers and a hamper or bag for soiled garments, shop rags dust mops, etc.

DELIVERY AND PICK-UP

Clean work uniforms and soiled uniforms must be delivered and picked up on the same day each week, between the hours of 8:00AM and 10:00AM. The delivery day will be mutually determined by the City and the Contractor prior to the start date of the Contract. When a delivery date falls on a holiday, the Contractor must make arrangements to deliver uniforms on an alternate date. The alternate date must be prior to the regularly scheduled delivery date, and the Contractor must give the City a minimum of one week's notice so that employees may be notified. Delivery days for safety mats and shop towels will also be mutually determined by the City and the Contractor prior to start date of the contract.

HOLIDAYS

The following are City observed holidays:

1. New Year's Day (1st business day in January)
2. Martin Luther's Birthday (3rd Monday, January)
3. Presidents' Day (3rd Monday, February)
4. Memorial Day (last Monday in May)
5. Independence Day (4th of July)
6. Columbus Day (second Monday, October)
7. Labor Day (1st Monday in September)
8. Veterans Day (Nov 11th)
9. Thanksgiving (and the Friday following)
10. Christmas (December 25th)

DELIVERABLES

A delivery ticket must accompany each delivery of uniforms, floor mats and shop towels. Absence of a delivery ticket or invoice may cause the refusal of a shipment. Invoices for shipments for which delivery tickets have not been submitted will not be honored. Shortages, irregularities and discrepancies must be noted and counter-signed by the secretary of each department at the time of the occurrence.

Contractor shall provide a delivery invoice for each department or division. Invoices must be submitted weekly with each delivery and left with the secretary at each department. Invoices must include the Master Purchase Order Number, Delivery Invoice Number and date, Customer Number, Department, delivery address, employee name, item description, quantity, unit charge, extended amount, and total amount due, and invoices must also be provided in Microsoft Excel File format.

Contractor must also provide monthly summary statements to the Finance Department, Attention Accounts Payable, 1400 Highland Avenue, Manhattan Beach, CA 90266. The summary statement must reflect each invoice number and amount due for any delivery made during the current billing

cycle. Billing cycles may consist of four or five weeks depending on the number of days in the month.

SERVICE REQUIREMENTS AND CREDITS

The City expects nothing less than satisfactory performance for this Contract. Satisfactory performance includes:

- Pressed uniforms.
- No shortages
- Repairs, including patches and name tags, completed by next delivery date
- Losses and replacements completed within 10 business days.
- Shortages shall be noted on the delivery ticket.
- Contractor shall return shortage within 24 business hours.
- Notification of non-delivery allowable by personal notification to the driver, and/or by telephone, Email or Fax to the account manager.
- Contractor shall provide the City with the name and telephone number of the account representative so that the employee can relate any problems with their uniforms directly to the account manager.

Shortages: If the contractor is unable to return shortage items within the 24 hours period, then a full week credit for the shortage items shall be granted. This shall include safety mats.

Tag Replacement: Replacement of the employee name tag or company name tag shall not exceed five (5) working days. If the contractor is unable to return the shirt for tag replacement within the 5 working days period, then a full week credit for the items shall be granted.

Garment Replacement: Any uniforms with un-removable stains or grease shall be replaced within a ten (10) working days period. If the contractor is unable to return the replacement uniform within the 10 working days period, then a full week credit for the replacement uniform shall be granted.

ACCOUNTS

Contractor shall assign each of the following departments/divisions a separate account for billing purposes and shall invoice each account accordingly:

- 1) Public Works, 3621 Bell Avenue, Attn: Administration
- 2) General Services, 3621 Bell Avenue, Attn: Public Works Administration
- 3) City Hall, 1400 Highland Avenue, Attn: Finance Department
- 4) Police Department, 420 15th Street, Attn: Administration
- 5) Fire Station 1, 400 15th Street, Attn: Cleo Vasquez, Secretary
- 6) Fire Station 2, 1500 Manhattan Beach Blvd, Attn: Captain on Duty
- 7) Creative Arts Center, 1560 Manhattan Beach Blvd, Attn: Office Attendant

ADDITIONAL ITEMS

The City also requires weekly service for the following items at the facilities indicated:

Facility/Department	Description	Quantity	Unit
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Public Works	Floor Mat, 100% Nylon, 3'x5'	12	Each
3621 Bell Avenue	Shop Towels, 18" x 18" (Garage)	100	Each
City Hall	Floor Mat, 100% Nylon, 3'x5'	11	Each
1400 Highland Avenue	Floor Mat, 100% Nylon, 4'x 10'	3	Each
	Floor Mat, 100% Nylon, 4'x5'	1	Each
Fire Station #1	Floor Mat, 100% Nylon, 3'x5'	13	Each
400 Fifteenth Street	Shop Towels, 18"x18"	36	Each
Police Department	Floor Mat, 100% Nylon, 3'x5'	5	Each
420 Fifteenth Street	Floor Mat, 100% Nylon, 4'x6'	4	Each
	Floor Mat, 100% Nylon, 3'x10'	1	Each
Fire Station #2	Floor Mat, 100% Nylon, 3'x5'	3	Each
1500 Manhattan Beach Blvd.	Shop Towels, 18"x18"	12	Each
	Dust Mop, 36" Treated	2	Each
	Dust Mop Handle	1	Each
Creative Arts Center	Floor Mat, 100% Nylon, 3'x5'	1	Each
1560 Manhattan Beach Blvd.	Floor Mat, 100% Nylon, 4'x6'	2	Each

Note: Above quantities are estimated based on current requirements.

EMERGENCY PURCHASE

Notwithstanding the existence of this Contract, the City reserves the right to order Work Uniform Rental Services required for emergency purposes from any party who can deliver the Work Uniform Rental Services to meet the requirements of the City without waiving or voiding any of the terms of this Contract.

EXHIBIT B

Pricing and Contractor's Proposal

PRICING

All unit prices shall remain firm for a twelve-month (1 year) period from the date of the written notice to proceed. The unit price is based on weekly rental and cleaning, including fabrication and attachment of City logo patch, measuring and any other service related to uniform rental. Sales tax is listed as a separate line item.

Equipment rental, fuel surcharge, environmental fees or any extraneous charges are considered part of doing business. Invoices presented for payment for any added charges, fees, or hidden costs will not be paid and will be charged back to the Contractor.

PRICE ESCALATION

Written request for any price adjustment must be submitted to the City at least ninety (90) days prior to each anniversary date of the contract. A request for price adjustment must include written justification for the adjustment request. Prices may not increase by more than 3% annually. The City shall not unreasonable deny any request for price adjustment that meets the foregoing standards. Acceptable justification for the price adjustment request includes written proof of one or more of the following:

- 1.) Manufacturing Cost Increase
- 2.) State Mandated Wage Increase
- 3.) Utility Cost Increase.

Continued on next page

EXHIBIT B

CONTRACTOR'S PROPOSAL

The undersigned has checked carefully the entire Request for Proposal Number 1141-18. By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the proposal requirements if awarded a contract.

Dated this 30th day of January, 2012

Name (Printed) Dennis Manzardo

Signature: 

Title: Sales Consultant

Name of Company: Unifirst Corp.

Business Address: 16434 Pioneer Blvd

City, St, & Zip Code: Norwalk, CA 90650

Telephone Number: 562-926-2377

FAX: 562-926-1811

Email: dennis_manzardo@unifirst.com

RENEWAL OPTION:

Please state, if requested by the City, your company would agree to renew the initial four (4) year contract for an additional two-year renewal with terms and conditions unchanged.

Yes ☒ we would agree/consider an additional two years with terms and conditions unchanged

PRICE PROPOSAL

The items indicated below are only representative of the types required. The City reserves the right to request pricing for additional styles, or select other items not listed.

24 MONTH REPLACEMENT SCHEDULE

Item	Description	Example Source	Rental/Laundrying Price/Per Item/Per Week
1	Multi-Use Pocket (cell phone pocket) Work Pant, 65% polyester, 35% cotton	Dickies #8038	\$ 0.22
2	Industrial Multi-Use Pocket (cell phone pocket)Pants, 65% polyester/35% cotton	Dickies #2112272	\$ 0.22
3	Loose Fit Ultimate Work Pant, 65% polyester, 35% cotton	Dickies # 86283	\$ 0.19
4	Traditional Work Pants, 65% polyester, 35% cotton, Permanent crease, no ironing	Dickies # 874	\$ 0.19
5	Relaxed Fit Work Pant, 65% polyester, 35% cotton	Dickies # WP875	\$ 0.19
6	Industrial Pleated Front Comfort Waist Pant, 65% polyester, 35% cotton	Dickies #LP710	\$ 0.22
7	Jean Pants 100% cotton Regular Fit	Dickies #17292	\$ 0.20
8	Shorts, 13" 65% polyester, 35% cotton	Dickies #42274 or 42283	\$ 0.23
9	Shorts, 15" 65% polyester, 35% cotton	Dickies #41283	\$ N/A
10	Hanging Short Sleeve Work Shirt, 65% polyester, 35% cotton	Dickies # WS574	\$ 0.21
11	Button-Down Oxford Shirt, Short Sleeve, 60% cotton/40%	Dickies # SS46LB	\$ 0.16
12	Short Sleeve Work Shirt, 65% polyester, 35% cotton	Dickies #1574	\$ 0.21
13	Twill Stripe Work Shirt, Short Sleeve, 65% polyester, 35% cotton	Dickies #WS515	\$ 0.24
14	Premium Industrial Work Shirt, Short Sleeve, 65% polyester, 35% cotton, solid color and stripes	Dickies # LS508	\$ 0.16
15	Flame Resistant Long Sleeve Twill Shirt	Dickies #RL302	\$ 0.34
16	Safety Mat, 3' x 5'		\$ 1.50
17	Safety Mat, 4' x 6'		\$ 2.50
18	Safety Mat, 3' x 10'		\$ 3.00
19	Shop Towel, 18" x 18" Orange (automotive/grease)		\$ 0.06
20	Treated Dust Mop, 36"		\$ 0.80
21	Dust Mop Handle		\$ 0.00

Cost for shirts must include furnishing and attaching a City patch and name tag

ATTACHMENT 4

City of Manhattan Beach

RFP 1141-18, Uniform Rental Service

PRICE PROPOSAL - TWO-YEAR MANDATORY REPLACEMENT

(The cost of shirts must include furnishing and attaching the 5-color City logo and name patch)

Sample Source Listed is for Dickies or Equivalent			24-Month Mandatory Replacement
Item	Description	Example Source	Rental/Laundering Price per Item per Week
1	Multi-use pocket on leg (cell phone pocket) work Pants; 65% polyester, 35% cotton	Dickies 3038	\$0.22
2	Industrial relax fit straight leg multi-use pocket pant, poly/cotton twill	Dickies 112272	\$0.22
3	Original work pant, tapered leg, 8.5 oz. twill, 65 polyester, 35% cotton	Dickies 874	\$0.22
3	Flex work pant mechanical stretch twill, 65% polyester, 35% cotton	Dickies 874F men's	\$0.22
4	Flex work pant mechanical stretch twill, 65% polyester, 35% cotton	Dickies 874F , women's	\$0.22
5	Pleated front comfort waist pant, straight leg, twill 65% poly/35% cotton	Dickies 7112738	\$0.22
6	Regular straight fit 5-pocket denim jean, medium weight, 100% cotton	Dickies 17292	\$0.20
7	Shorts, 13" 65% polyester, 35% cotton	Dickies 42283	\$0.23
8	Shorts, 15" 65% polyester, 35% cotton	Dickies 41283	N/A
9	Button-down Oxford short sleeve shirt	DickiesSS46	\$0.16
10	Hanging work shirt, short sleeve	Dickies 1574	\$0.21
11	hanging work shirt, long sleeve, permanent press poplin	Dickies LL535	\$0.24
12	Men's striped industrial short sleeve work shirt, one or two pocket, no flap	Red Kap 20-24	\$0.16
OPTIONAL SHIRTS			
13	Flame resistant long sleeve twill snap front shirt	Dickies RL302	\$0.34
ADDITIONAL ITEMS			
		N/A	
14	Safety mat, 3x5, nonslip	N/A	\$1.50
15	Safety mat, 4x6, nonslip	N/A	\$2.50
16	Safety mat, 3x10, nonslip	N/A	\$3.00
17	18" x 18" shop rags (automotive grease)	N/A	0.06 *
18	Treated dust mop head, 36"	N/A	\$0.80
19	Dust mop handle	N/A	\$0.00
TOTAL AMOUNT FOR ALL ABOVE SAMPLES BASED ON QUANTITY OF (1) EACH:			\$1.52

Unifirst Corporation

Name of your company

EXHIBIT B

UNIFORMS PRICING FOR YEAR 1

[illegible]

Unifirst Corporation – Bid #1141-18

This is an electronic version of your logo emblem. We embroider patches rather than screen print which holds its color much better in the industrial wash and gives a much nicer appearance on the uniform. An actual sample will be provided upon request. *The actual colors are more vibrant than this print.*



3-INCH DIAMETER, 5-COLOR SILKSCREEN SHIRT PATCHES
CUSTOMER TO PROVIDE ARTWORK IN EPS FORMAT



← APPROXIMATELY 3" LONG →

First Name

Shape of name tag may be rectangular or oval, but must be consistent