

AGREEMENT FOR SERVICES
Prudential Overall Supply

THIS AGREEMENT is made and entered into as of the 18th day of September, 2023 (the "Effective Date"), by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City"), and Prudential Overall Supply, a California corporation ("Contractor").

RECITALS

- A. City requires the supply of rental uniforms, floor mats, towels, and related services.
- B. Contractor has the necessary experience in providing such services.
- C. Selection of Contractor is expected to achieve the desired results in an expedited fashion.
- D. Contractor has submitted a proposal to City and has affirmed its willingness and ability to perform such work.

NOW, THEREFORE, in consideration of these recitals and the mutual covenants contained herein, the Parties agree as follows:

1. Scope of Work. City retains Contractor to perform, and Contractor agrees to render, those services (the "Services") that are defined in attached Exhibit "A", which is incorporated herein by reference. City will have the right to modify the scope of work to delete tasks in whole or in part.
2. Standard of Performance. While performing the Services, Contractor will exercise the reasonable professional care and skill customarily exercised by reputable members of Contractor's profession practicing in the urban Northern California Area. Contractor will also use reasonable diligence and best judgment while exercising its professional skill and expertise.
3. Term. Unless terminated earlier pursuant to Section 21, the term of this Agreement will be for a period of five years from the Effective Date. The foregoing notwithstanding, continuation of the Agreement beyond the first year of the term is contingent upon the City Council appropriating necessary funds for this Agreement.
4. Schedule. Contractor will adhere to the schedule set forth in Exhibit "A", provided, that City, in its discretion, may grant reasonable extensions when performance of the Services is delayed due to unusually lengthy governmental reviews or other unexpected, unavoidable circumstances. Such circumstances will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Contractor's officers or employees.

5. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.

6. Compensation. City will pay to Contractor a not-to-exceed amount of One Hundred Fifty Thousand Dollars (\$150,000) for the completion of all the work and services described herein, which sum will include all costs or expenses incurred by Contractor, payable as set forth in Exhibit "A". City will have the authority to withhold a 10% retention until it has accepted all of the Services as complete.

6.1 Contractor must submit applications for payment that contain the following:

6.1.1. A clear, detailed invoice reflecting Services for which Contractor is billing City;

6.1.2. A summary sheet showing hourly rates (if applicable);

6.1.3. Number of hours worked;

6.1.4. Percentage of Services completed to date;

6.1.5. Amount/percent billed to date;

6.1.6. Current status of all tasks within a project;

6.1.7. Any backup documentation reasonably necessary to substantiate the preceding items; and

6.1.8. Any changes to the anticipated work schedule.

6.2. The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its officers, agents, employees, Contractors, or subcontractors (collectively, "Contractor Personnel"). City will not be required to pay any workers' compensation insurance or unemployment contributions on behalf of Contractor or any Contractor Personnel. Contractor agrees to reimburse City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City makes on behalf of Contractor or any Contractor Personnel for work done under this Agreement. At the City's election, City may deduct the reimbursable amount from any balance owing to Contractor.

7. Status of Contractor. Contractor will perform the Services as an independent contractor and not as an employee of City. The persons used by Contractor to provide services under this Agreement will not be considered employees of City for any purposes.

8. Intentionally Omitted.

9. Subcontracting. Contractor will not subcontract any portion of the Services without prior written approval of the City Manager or their designee. If Contractor subcontracts any of the Services, Contractor will be fully responsible to City for the subcontractor's acts and omissions as Contractor is for the acts and omissions of persons directly employed by Contractor. Such responsibility will include responsibility for the acts and omissions of the subcontractor's officers, employees, Contractors, subcontractors, and agents. Nothing contained in this Agreement will create any contractual relationship between City and any subcontractor, and Contractor will be responsible for paying subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement that bind Contractor unless specifically noted to the contrary in the subcontract and approved in writing by the City Manager or their designee.

10. Other Contractors. City reserves the right to employ other Contractors in connection with the Services.

11. Indemnification.

11.1 Contractor will defend, indemnify and hold harmless (collectively "Indemnify") City and its officers, boards and commissions, agents, employees and volunteers (collectively "Indemnitees") from and against all claims, damages, losses and expenses including attorney fees (collectively "Losses") arising out of the performance of the Services, caused or claimed to be caused by the acts, errors and/or omissions of Contractor, or any Contractor Personnel or anyone for whose acts any of them may be liable (collectively, "Responsible Parties"). Contractor's responsibilities under this Section 10 include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that Contractor's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

11.2 Notwithstanding Contractor's obligation to defend City hereunder, City has the right to conduct its own defense and seek reimbursement for reasonable costs of defense from Contractor, if City chooses to do so.

11.3 Contractor agrees to pay any and all costs City incurs enforcing the provisions set forth in this Section 11.

11.4 Subsection 11.1 notwithstanding, in accordance with California Civil Code Section 1668, as amended, nothing in this Agreement will be construed to exempt the City from its own fraud, willful injury to the person or property of another, or violation of law.

11.5 Nothing contained in this Agreement will be construed to require Contractor to Indemnify Indemnitees against any responsibility or liability in contravention of California Civil Code Section 2782.8, as amended. To the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as amended, such duties of Contractor to indemnify will not apply when to do so would be prohibited by California Civil Code Section 2782 as amended.

11.6 The Parties expressly agree that any reasonable payment, attorney's fee, cost or expense City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation plan is included as a loss, expense or cost for the purposes of this Section 11.

11.7 Acceptance by City of Contractor's services and duties will not operate as a waiver of City's rights under this Section 11.

11.8 The parties expressly agree that this Section 11 will survive the expiration or early termination of the Agreement.

12. Insurance. Contractor will obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A-VII".

12.1 Coverages and Limits. Contractor, at its sole expense, will maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement.

12.1.1 Commercial General Liability Insurance. Contractor will maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.2 Business Automobile Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles. For on-call services agreements, the Business Automobile Liability insurance policy will be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds,

and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

12.1.3 Workers' Compensation Insurance. Contractor will maintain coverage as required by the California Labor Code. The Workers' Compensation policy will contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees and volunteers.

12.1.4 Employer's Liability Insurance. Contractor will maintain coverage with limits not less than \$1,000,000 per each accident for bodily injury or disease.

12.2 Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without Contractor providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

12.3 Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, Contractor will provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event will Contractor commence any work or provide any Services under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

12.4 Failure to Maintain Coverage. If Contractor fails to comply with these insurance requirements, then City will have the option to declare Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Contractor is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from Contractor or deduct the amount paid from any sums due Contractor under this Agreement.

12.5 Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

13. Business License. Contractor will obtain and maintain a City of Redwood City Business License for the term of the Agreement, including any extension terms.

14. Ownership of Documents. If Exhibit "A" or any task order or purchase order under this Agreement lists a document, report, or other material as an item to be provided by Contractor to City (a "Deliverable"), such Deliverable will be and remain the property of City. Contractor will provide a copy of all Deliverables to City in their native format. Contractor may retain one copy of any Deliverable for its internal records, but it may not use a Deliverable for any other purpose without the prior written consent of City. Any reports and other material prepared by or on behalf of Contractor under this Agreement

that are not Deliverables (collectively, the “Contractor Documents”) will be and remain the property of Contractor. City may request copies of Contractor Documents, and to the extent Contractor agrees to provide copies of such Contractor Documents, they may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem appropriate without further employment of or payment of any compensation to Contractor.

15. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Such records will not be Deliverables prepared for City and will be Contractor Documents for purposes of this Agreement. Nothing herein will convert such records into public records, and they will be available only to City and any specified public agencies. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow City to inspect of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

16. Copyrights. Contractor agrees that all copyrights that arise from the Services will be vested in City, and Contractor relinquishes all claims to the copyrights in favor of City.

17. Notices. The name of the persons who are authorized to give written notices or to receive written notice on behalf of City and on behalf of Contractor under this Agreement.

For City:
City of Redwood City
Attention: Public Works Services
1400 Broadway Street
Redwood City, CA 94063
(650) 780-7464

For Contractor:
Prudential Overall Supply
Attention: Micah Elberson
General Manager
1429 N. Milpitas Boulevard
Milpitas, CA 95035
(408) 263-3464

Except as otherwise stated, all notices provided under this Agreement must be in writing and delivered by regular and certified mail. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

18. Conflict of Interest. If disclosure under the Political Reform Act and City’s Conflict of Interest Code is required of Contractor or any Contractor Personnel, Contractor or Contractor Personnel will complete and file with the City Clerk the Statement of Economic Interests Form 700.

Contractor, for Contractor and on behalf of all Contractor Personnel, warrants by execution of this Agreement that they have no interest, present or contemplated, in the projects affected by this Agreement. Contractor further warrants that neither Contractor,

nor any Contractor Personnel have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Contractor will file with City an affidavit disclosing this interest.

19. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the Services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the Services with all applicable laws, ordinances and regulations.

20. Discrimination and Harassment Prohibited. Contractor will comply with all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

21. Termination.

21.1 Either party upon tendering thirty (30) days written notice to the other party may terminate this Agreement.

21.2 If Contractor fails or refuses to perform any of the provisions of this Agreement, and if Contractor does not cure the default within five (5) days of the City providing a written notice specifying the nature of the default, City may terminate this Agreement immediately by giving written notice to Contractor.

21.3 If City materially fails or refuses to perform any of the provisions of this Agreement, and if City does not cure the default within thirty (30) days of Contractor providing a written notice specifying the nature of the default, Contractor may terminate this Agreement immediately by giving written notice to City.

21.4 Within ten (10) days of termination pursuant to this Section 20 or of the natural expiration of this Agreement, Contractor will assemble any Deliverables without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed up to the termination date; however, the total will not exceed the amount payable under this Agreement. City will determine the final payment amount based upon the value of the work product delivered to City and the percentage of the Services performed.

22. Covenants against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to annul this Agreement without liability, or, in its

discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

23. Claims and Lawsuits. Contractor acknowledges that if a false claim is submitted to City by Contractor, Contractor may be subject to criminal prosecution for fraud. Contractor also acknowledges that California Government Code sections 12650 *et seq.* (the False Claims Act), as amended, applies to this Agreement and provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Contractor acknowledges that the filing of a false claim may subject Contractor to an administrative debarment proceeding. As a result of such proceeding, Contractor may be prevented to act as a Contractor on any public work or improvement for a period of up to five (5) years. Contractor acknowledges that disbarment by another jurisdiction is grounds for City to terminate this Agreement.

24. Jurisdiction and Venue. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of San Mateo, State of California. The Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

25. Successors and Assigns. This Agreement will be binding upon the Parties and their respective successors and assigns. Contractor may not assign this Agreement, nor any part of it, nor any monies due or to become due under it without the prior written consent of City, which City may withhold in its sole discretion.

26. Paragraph Headings. Headings in this Agreement are for convenience only and are not part of any provision in this Agreement. No heading will be construed to change the meaning of any provision.

27. Entire Agreement; Conflicts. This Agreement, together with any other written document referred to or contemplated by it, along with any purchase order or task order for this Agreement, embodies the entire Agreement and understanding between the parties relating to the subject matter of it. In case of conflict, the terms of the Agreement supersede any purchase order or task order and any other attachment or exhibit.

28. Amendments. This Agreement may only be amended, modified, waived or discharged in a writing signed by both Parties.

29. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

30. Electronic Signatures. If all Parties agree, electronic signatures may be used in place of original signatures on this Agreement. Each Party intends to be bound by the signatures on the electronic document, is aware that the other Parties will rely on the electronic signatures, and hereby waives any defenses to the enforcement of the terms of this Agreement based on the use of an electronic signature. After all Parties agree to the use of electronic signatures, all Parties must sign the document electronically.

(Signature Page Follows)

CITY:

City of Redwood City,
1017 Middlefield Road
Redwood City, CA 94063

By: Melina Stevenson Diaz
Melissa Stevenson Diaz, City Manager

ATTEST:

J Castro

Yessika Castro, Interim City Clerk

CONTRACTOR:

Prudential Overall Supply
P.O. Box 11210
Santa Ana, CA 92711

*By: Chris Welch
Chris Welch (Jul 31, 2023 11:58 PDT)

**By: Jana Comer
Jana Comer (Jul 31, 2023 11:59 PDT)

Printed Name: Chris Welch

Printed Name: Jana Comer

Title: President

Title: Vice President and Secretary

If required by City, proper notarial acknowledgment of execution by Contractor must be attached. If a Corporation, Agreement must be signed by one corporate officer from each of the following two groups.

***Group A.**
Chairman,
President, **or**
Vice-President

****Group B.**
Secretary,
Assistant Secretary,
CFO **or** Assistant Treasurer

Otherwise, the corporation must attach a resolution certified by the secretary or assistant secretary under corporate seal empowering the officer(s) signing to bind the corporation.

EXHIBIT "A"

SCOPE OF SERVICES AND FEE

1. Scope of Services

UNIFORM RENTAL AND LAUNDERING SERVICES

- Contractor shall provide the City with rental, laundering, and delivery of uniforms. Services may be for, but not limited to, the following divisions within the City's Public Works Services Department (PWS): Docktown, Fleet, Custodial, Equipment Services, Facilities, Water Resources, Paint/Sign, Sewer, Storm, Streets, Trees and Water Maintenance.
- Services shall include laundering, repair and/or replacement (if necessary) of rented uniforms, towel service to selected bathrooms, floor mat service to selected rooms, as well as hand scrub and shop towel service to selected divisions.
- Contractor shall replace used and worn uniforms as requested by PWS with new, never worn uniforms at the replacement cost contracted for in this Agreement. If replacement is warranted under a uniform protection plan, replacement of garments with new or slightly worn garments will be provided at no additional cost. All purchases of new, never worn garments not covered by the uniform protection plan must receive written authorization from the supervisor of that respective division prior to being ordered by Contractor.
- Contractor shall furnish all materials, labor services and special skills required to provide these services described herein.

Launder:

- Contractor shall launder rented uniforms. City employees may launder rented uniforms themselves, on occasion.
- Contractor shall supply bins to City to store soiled uniforms and towels for pickup.
- Contractor shall supply portable hanging clothes racks at no charge to City for each Public Works' day room for storage of uniforms. Clothing shall be ironed and pressed or run through the steam tunnel for a crisp finished product.

Inventory Tracking (Initial Issue, Inventory, Changes):

- Contractor shall issue brand new never worn uniforms for new employees added to any existing account at no cost, per division supervisor request. City will be responsible for paying for embroidering and set up charges on all garments. Thereafter, Contractor shall maintain sufficient stock to provide and deliver complete new uniform sets within fourteen (14) calendar days of notification from PWS, for newly hired employees.
- The department's division designee will contact Contractor's account representative to determine quantities, volumes, frequency of pickup and general overall program administration at the start of the contract term.

- The inventory per person per week will be set at the City's discretion. The number of changes per employee per week shall be at the discretion of the City and is subject to change to meet the changing requirements of the City's operations.

Measurements of Individuals:

- Contractor shall be responsible for individual measurements and actual fit of the uniforms. Measurements of all City workers who have not previously been measured shall be scheduled and completed within fourteen (14) days of the Effective Date.
- Contractor shall provide uniforms for all employees regardless of size or special fitting requirements. All uniforms, when issued at the initial start of service must be new and never worn.
- Contractor shall take employee measurements at the Public Works facility.
- Contractor shall work with individual Public Works divisions to coordinate dates and times for measurements. Alterations may be required for certain individuals. Contractor shall absorb all costs for; replacing buttons, fixing torn seams, patching holes and hemming non-denim garments.
- Contractor shall maintain a record of uniform size (pants waist and length, shirt, coverall, and jacket size) for each employee that has been issued such garments.
- Contractor shall add or delete items and quantities used, as required, to meet City's needs.
- City will notify Contractor's route driver or account representative of additions of new employees requiring fitting for new uniforms.

Marking, City Emblems, Name Patches:

- Contractor shall furnish and sew on City emblems/logos and name labels. Emblems, logos, and name labels shall be placed on all shirts and coveralls.
- Design of the labels and City emblem must receive prior approval by PWS before initial issue.
- Contractor shall mark or label each uniform clearly but inconspicuously, to permit identification of uniform by each employee.

Pick-up/Delivery:

- Contractor is responsible for pick-up and delivery of all rented uniform items being sent for laundry and those returning from being laundered.
- Contractor shall supply hanger racks, lockers, and soiled laundry containers for each designated day-room at no additional cost.
- Contractor shall pick-up soiled uniforms once a week from various divisions and deliver on hangers to the same locations, and place in lockers, within one week. Contractor shall replace uniforms that are misplaced, not properly washed, or finished, per City's weekly report, by the next pick-up/delivery date.
- Division accounts shall not be charged for more than 11 of any garment type per employee, unless excess inventory is specifically ordered and signed for by the division supervisor.

- Contractor shall complete and leave for the supervisors, an itemized garment pick-up report of the rented standard issue uniform items and quantity being picked up for laundering. A service summary (delivery) report shall also be provided each week to reconcile with the previous week's pick-up report.
- At no point shall inventory audits be included within these reports. Only items being picked up and delivered shall be scanned and reflected in their respective reports. Inventory audits may be conducted once a year with representatives from the City and Contractor present. Inventory audits may be deferred with City's approval.
- Contractor shall correct any discrepancy between the service summary (delivery) report and actual items delivered by the next pick-up/delivery date.
- Contractor shall ensure that all reports are accurate prior to providing said reports to the City.

Damaged/Repair/Replacement Items:

- Contractor will maintain all clothing items in a reasonable condition that includes the replacement of buttons, sewing of all seams with holes and replacement of ripped or torn clothing. The interpretation and definition of reasonable condition shall be determined by the City.
- Contractor shall provide in all day-rooms, a supply of special tags to affix to and mark areas of uniforms that are in need of repair.
- Contractor shall provide at no cost to PWS, separate repair bins to keep garments requiring repair separate for garments only needing laundry. Clothing items delivered with rips, holes, missing buttons, soil spots, etc. will be sent back and no rental charges will be paid for those items until they are returned in acceptable condition.
- Contractor must either return any garment tagged for repairs in a professionally repaired condition within fourteen (14) days or replace the garment with a new, never worn garment item within fourteen (14) days at no cost to the City.
- Loaner garments must be provided by Contractor by the next delivery date if garments cannot be repaired in time to be laundered and returned by the next delivery date.

Uniform Protection Plan:

- Contractor will provide a uniform protection plan that covers the premature replacement of garments when they are damaged in-use and outside of normal wear.

Deficiencies:

- Deficiencies will be corrected within seventy-two (72) hours after notification. Deficiencies may include, but are not limited to, incorrect size, wrong deliveries, incomplete returns, wrong color, un-repaired clothing items, or dirty clothing items.
- At no time, will a City employee work without the required clothing. Contractor must provide loaner clothing until any discrepancies are resolved.

These loaners shall be supplied within thirty-six (36) hours of being notified of a deficiency to ensure no delay in City operations.

- Contractor shall have a system in place to ensure that supplied loaners are pulled from inventory once new replacement garments are delivered.

Lost Items:

- The City shall pay the pro-rated replacement value listed on the pricing form below for any missing uniforms at the time when an employee's service is discontinued, if it is determined to have been lost by the City or its staff.

Extended Leave:

- If a City employee is on an extended leave of absence, the City will turn in the employee's uniforms to the Contractor pending the employee's return to work date. The Contractor will make a credit adjustment on its invoice/delivery ticket.

Environmental Performance:

In addition, Contractor agrees that:

- Delivery and shipping waste is to be avoided and Contractor will accept hangers that cleaned uniforms are shipped on for reuse;
- All materials used to transport or protect laundered uniforms during delivery to the City must be recyclable in the City's Zero Waste Program; and
- Contractor shall provide separate and segregated collection and delivery system for uniforms to avoid disease cross-contamination and ensure hygienic uniforms while minimizing solid waste generation. Contractor shall provide either plastic, paper, reusable, or an "opt-out option" for garment covering for each City department upon request. Contractor shall meet International Organization for Standardization (ISO) requirements or other industry standards ensuring efficiency, hygiene and environmental performance.

2. Payment

Charges for account set up and invoicing will be as follows:

- Contractor shall provide new or like new uniforms for newly added PWS employees at no cost to the City. City will pay for set up costs related to embroidering logos, name tags, and attaching barcodes for any garments requested after initial account installation.
- Contractor shall remove employee names from billing invoices upon notification of separation from City or notification of discontinued City employment. Invoices shall be adjusted/corrected within ten (10) days of past employee's uniforms being turned in to Contractor.
- New employee shall be added to the invoice starting on the delivery date of uniforms.
- Incorrect invoices will not be processed and will be returned to Contractor for correction.

COMPENSATION

The City will pay Contractor on a cost per unit basis according to the fee schedule below, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000). The unit price per week includes all costs associated with providing the services, including rental, laundry, delivery, and necessary repair costs. Weekly unit prices and replacement costs identified in the Year 1 Fee Schedule below shall be subject to a 5% increase on the anniversary of the Effective Date of the Agreement, for each year during the term of the Agreement. Invoices shall be billed weekly with Net 30 payment terms.

Year 1 Fee Schedule				
Item	Description	Brand	Unit Price/ Week	Replacement Cost
Men's				
Denim Jean Regular Fit	100% Cotton	Dickies/Red Kap	\$0.22	\$19.90
Denim Jean Relaxed Fit	100% Cotton	Dickies/Red Kap	\$0.22	\$19.90
Denim Jean Carpenter	100% Cotton	Red Kap	\$0.29	\$45.41
Cargo Pant	Blend	Red Kap	\$0.24	\$24.43
Work Pant	Blend	Red Kap	\$0.18	\$15.00
Long Sleeve Button Up Work Shirt	Blend	Red Kap	\$0.17	\$12.00
Short Sleeve Button Work Shirt	Blend	Red Kap	\$0.17	\$12.00
Coverall	Blend	Red Kap	\$0.42	\$32.00
Women's				
Work Jeans	100% Cotton	Red Kap	\$0.22	\$19.90
Cargo Pant	Blend	Red Kap	\$0.24	\$24.43
Mats, Towels & Soap				

3 x 5 Carpet Mat			\$2.10	\$54.10
3 x 10 Carpet Mat			\$4.25	\$108.20
4 x6 Carpet Mat			\$3.45	\$82.88
Red Shop Towels			\$0.06	\$0.56
Heavy Duty Scrub	Hand Soap		\$17.00	N/A
Locker			No Charge	

Additional Items	COST
Providing and affixing Name Tag on pants	\$1.00
Providing and affixing Name Tag and City logo patch on Shirts and Coveralls	\$2.50
Size Premium for 2XL and larger per item	No Charge
Uniform Advantage Plan Weekly/Per Item Damage Protection \$0.04, Loss Protection \$0.05, Set-Up Protection \$0.05	\$0.14