

STAFF REPORT



ITEM NO. 11

CITY OF OCEANSIDE

DATE: March 19, 2008

TO: Honorable Mayor and City Councilmembers

FROM: Water Utilities Department

SUBJECT: **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR UNIFORM RENTAL AND CLEANING SERVICES FOR VARIOUS FACILITIES WITHIN THE WATER UTILITIES DEPARTMENT**

SYNOPSIS

Staff recommends that the City Council approve a three-year professional services agreement in an amount not to exceed \$124,544.16 to Mission Linen Supply of San Diego for rental and cleaning of uniforms for Water Utilities staff at the City Operations Center, the Robert Weese Filtration Plant, the Mission Basin Desalting Facility, the San Luis Rey Wastewater Treatment Plant, the La Salina Wastewater Treatment Plant; and the Clean Water Program; and authorize the City Manager to execute the agreement.

BACKGROUND

The Water Utilities Department currently has 115 employees working at the City Operations Center, the Robert Weese Filtration Plant, the Mission Basin Desalting Facility, the San Luis Rey Wastewater Treatment Plant, and the La Salina Wastewater Treatment Plant and in the Clean Water Program who wear uniforms during their scheduled work shifts. Previously, several facilities obtained these services from different sources.

ANALYSIS

The City provides uniforms for any employee required by the city to wear such uniforms in the course of regular job duties per the employees association Memorandum of Understanding. Staff determined that combining these services with one company would provide continuity of products and services and allow the City to obtain competitive pricing for these services.

On September 11, 2007, a request for proposals was sent to three companies and three proposals were received on October 2, 2007. After evaluation of the proposals, based on the range of services provided and cost, Mission Linen Supply was selected to provide uniform rental and cleaning services for a three-year period.

Company	Weekly Cost	Annual Cost	3-year Contract Cost
Unifirst Corporation	\$1,047.65	\$54,477.80	\$163,433.40
Aramark Uniform Services	\$823.60	\$42,827.20	\$128,481.60
Mission Linen Supply	\$798.36	\$41,514.72	\$124,544.16

This agreement shall not exceed the total three-year contract price of \$124,544.16 or an annual contract price of \$41,514.72 or a monthly contract price of \$3,459.56, with the following exceptions:

- (1) Lost items at the fault of the CITY; and
- (2) Inventory additions requested by the CITY.

Additional charges for lost items or inventory additions must be signed for by an authorized representative of the City of Oceanside. Additional charges must be itemized separately from the monthly base contract amount.

FISCAL IMPACT

The first year contract amount is \$41,515. The available balance in 721.666900.5224 is \$28,537 and \$10,534 in 711.666750.5224 for a total of \$39,071. Finance will only encumber the March through June contract amount of \$10,380, therefore sufficient funds are available. The remaining balance of the first year uniform contract will be allocated in FY2008-09. The second and third contract years will be budgeted in the next budget cycle.

CITY ATTORNEY’S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

INSURANCE REQUIREMENTS

The City’s standard insurance requirements will be met.

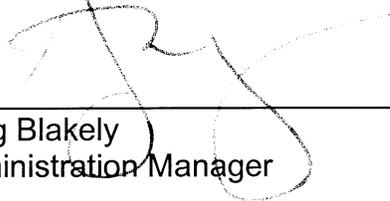
COMMISSION OR COMMITTEE REPORT

Does not apply

RECOMMENDATIONS

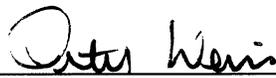
Staff recommends that the City Council approve a three-year professional services agreement in an amount not to exceed \$124,544.16 to Mission Linen Supply of San Diego for rental and cleaning of uniforms for Water Utilities staff at the City Operations Center, the Robert Weese Filtration Plant, the Mission Basin Desalting Facility, the San Luis Rey Wastewater Treatment Plant, the La Salina Wastewater Treatment Plant; and the Clean Water Program; and authorize the City Manager to execute the agreement.

PREPARED BY:



Greg Blakely
Administration Manager

SUBMITTED BY:



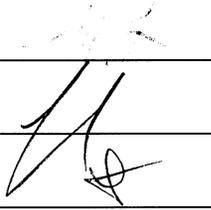
Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Lonnie Thibodeaux, Water Utilities Director

Teri Ferro, Financial Services Director



CITY OF OCEANSIDE

PROFESSIONAL SERVICES AGREEMENT

PROJECT: UNIFORM RENTAL AND CLEANING SERVICES FOR THE FOLLOWING FACILITIES - (721.666900 & 711.666750):

- (1) CITY OPERATIONS CENTER
- (2) ROBERT WEESE FILTRATION PLANT
- (3) MISSION BASIN DESALTING FACILITY
- (4) SAN LUIS REY WASTEWATER TREATMENT PLANT
- (5) LA SALINA WASTEWATER TREATMENT PLANT
- (6) CITY OF OCEANSIDE – CLEAN WATER PROGRAM

THIS AGREEMENT is made and entered into this 19TH day of March, 2008, by and between the City of Oceanside, a municipal corporation, hereinafter designated as "CITY," and MISSION LINEN SUPPLY, hereinafter designated as "CONTRACTOR."

RECITALS

- A. CITY desires to obtain professional services from an independent CONTRACTOR for the above named project.
- B. CONTRACTOR has submitted a proposal to provide uniform rental and cleaning services for the above-referenced facilities in accordance with the terms set forth in this Agreement.
- C. CITY desires to contract with CONTRACTOR as an independent CONTRACTOR and CONTRACTOR desires to provide services to CITY as an independent CONTRACTOR.
- D. CONTRACTOR has demonstrated its competence and professional qualifications necessary for the satisfactory performance of the services designated herein by virtue of its experience, training, education and expertise.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK**. The CONTRACTOR shall furnish all labor, equipment, materials, tools, services and special skills required to perform the scope of work as set forth in the following specifications and by the Mission Linen Supply scope of work attached hereto and incorporated as Exhibit A.

These specifications establish the standard for the rental and laundering of the Water Utilities Department uniforms.

Mission Linen Supply - (721.666900 & 711.666750)

- a. The contractor shall provide uniform rental and cleaning for approximately 115 employees of the Oceanside Water Utilities.
- b. Standard uniforms shall consist of a navy blue heavy-duty trouser and front button down shirt. The trousers shall be standard cut. The trousers shall be 100% cotton or 65/35 poly/cotton blend, to be determined by the employee. Employees shall be given the option to wear shorts instead of pants, to be determined by the supervisor. Shirts shall be 100% cotton or 65/35 poly/cotton blend, to be determined by employee. The shirts shall be long or short sleeve, to be determined by employee. Golf shirts shall be an option, determined by employee. The shirts shall be either dark blue, light blue, or white.
- c. Supervisor uniforms shall consist of front button down shirt with pocket on left side and standard cut pants. The pants shall be either standard cut or pleated, to be determined by the employee. The pants shall be 100% cotton or 65/35 poly/cotton blend, to be determined by employee. Shirts shall be 100% cotton or 65/35 poly/cotton, to be determined by employee. Golf shirts shall be an option to be determined by employee.
- d. With the exception of supervisors' shirts and golf shirts, each uniform shirt shall have City insignia sewn on the right front of the shirt and the employee's first name sewn on the left front. The City will provide insignia. All shirts will have two pockets.
- e. CONTRACTOR will measure all employees at the beginning of the contract to facilitate proper fit. All uniforms shall be new at the time of issue. All replacement uniforms shall also be new at the time of issue.
- f. Each full-time employee shall receive eleven (11) sets of clothing. Initially, each employee shall receive six (6) sets of clothing and the balance of five (5) shirts on the next regular delivery day.
- g. CONTRACTOR will deliver all uniforms within thirty (30) days of award of contract. In the event CONTRACTOR does not meet the delivery date liquidated damages of \$5.00/day/uniform not delivered will be assessed.
- h. The City shall determine the delivery days and locations. Uniforms shall be delivered on hangers and grouped by individual, to facilitate verification by the City.
- i. Cleaned uniforms must be delivered in wearable condition. No clothing that is stained, torn, or missing buttons will be accepted. If uniforms are returned in such condition, they must be replaced within one (1) working day.
- j. The City shall request deletions and/or any other changes in writing.

Mission Linen Supply - (721.666900 & 711.666750)

k. Receipted Route slips shall be submitted with the suppliers' invoice. CONTRACTOR shall provide a breakdown of billing by employee location. CONTRACTOR shall verify actual count of all items at the time of pick-up and delivery each week. Shortages shall be noted on Route Slip.

l. No charges will be made for employees on vacation, sick leave, compensation time, or leave of absence.

m. No laundering charges for garments will be made for employees who decide to launder their own uniforms.

n. Every six (6) months the City and CONTRACTOR will account for all uniforms.

o. The CONTRACTOR shall provide bath towels, bar towels, glass towels, shop towels, laundry bags, dust mops, lab coats shop coats, coveralls as requested. Floor mats requiring frequent changes/cleaning at certain facilities will be the responsibility of the CONTRACTOR.

2. MAINTENANCE SCHEDULE.

CONTRACTOR shall submit to the CITY onsite Supervisor a pick-up/delivery schedule for each contract year. These functions are to include but are not limited to: pick-up of soiled uniforms, delivery of cleaned uniforms, and repair or replacement of worn items.

3. COMPENSATION.

a. For work performed by CONTRACTOR in accordance with this Agreement, CITY shall pay CONTRACTOR in accordance with the schedule of billing rates set forth in Exhibit A, attached hereto and incorporated herein by reference. No rate changes shall be made during the term of this Agreement without prior written approval of the Water Utilities Manager. Prior to performance of all extra work, a written work order must be submitted by the CONTRACTOR and approved by the CITY. CONTRACTOR's compensation for all work performed in accordance with this Agreement shall not exceed the total 3-year contract price of \$124,544.16 or an annual contract price of \$41,514.72 or a monthly contract price of \$3,459.56, with the following exceptions:

- (1) Lost items at the fault of the CITY; and
- (2) Inventory additions requested by the CITY.

Additional charges for lost items or inventory additions must be signed for by an authorized representative of the City of Oceanside. Additional charges must be itemized separately from the monthly base contract amount.

Garments	# of Employees	# issued per employee	Price per piece	Price per week
Pants	115	11	.34	\$215.05
Shirt	115	11	.33	\$208.73
Lab coats	9	5	.75	\$16.88
Uniform Insurance			.02	\$51.50
Total Cost			Total cost:	\$492.16
	Inventory Quantity	Billing Quantity	\$ per item	Price per week
Flat Goods				
Bib Apron	40	40	.30	\$12.00
Bar Towel (kitchen)	100	50	.15	\$7.50
Shop Towel (rags)	1100+	50	.05	\$2.50
Glass Towel (lint free)	240+	120	.16	\$19.20
Detail Towel (terrycloth)	200+100 = 300	100+100 = 200	.16	\$32.00
Bath towel	400+200 = 600	200+100 = 300	.35	\$105.00
Air freshener	8+4 = 12	8+4 = 12	2.75	\$33.00
3x5 scraper	2	2	1.00	\$2.00
3x5 Safety Mat	3+1 = 4	3+1 = 4	2.00	\$8.00
3x4 Mat	4	4	1.00	\$4.00
Logo Mat 4x6 (City emblem)	3+1 = 4	3+1 = 4	3.00	\$12.00
3x10 all purpose mat	2+2 = 4	2+2 = 4	4.00	\$16.00
4x6 all purpose mat	11+1 = 12	11+1 = 12	3.00	\$24.00
All Purpose Mat	21+4 = 25	21+4 = 25	1.00	\$25.00
Bag Rack	5	5	No Charge	No Charge
Soil Locker	2	2	No Charge	No Charge
Wet Mops	4	4	1.00	4.00
Total			Total cost:	\$306.20
Emblems	# issued	Price per emblem		
Company emblem	506	.50		N/A
Wearer's name emblem	352	.50		N/A
Additional set-up fee	No Charge	No Charge		N/A
			Total cost:	\$798.36
Please add any delivery fees, service charges, fuel surcharges, etc. that may be part of the total invoice each week.				

3.1 Invoicing.

a. Invoicing is to be on a monthly basis. Invoices shall be sent at the end of each month for services performed.

b. Invoice shall include the purchase order number, job site address, billing address, services rendered and the monthly base contract amount. Extra work shall be approved in advance and listed on the same invoice, but itemized separately from the monthly base contract amount.

4. TERMS OF CONTRACT.

4.1 The term of this contract is for three (3) years, expiring on March 19, 2011.

4.2 The CITY reserves the right to terminate this contract without cause with thirty (30) days advance, written notice. The CITY may terminate the CONTRACT with cause with ten (10) days advance, written notice.

If any portion of the work is terminated or abandoned by the CITY, then the CITY shall pay CONTRACTOR for any work completed up to and including the date of termination or abandonment of this Agreement, in accordance with Section 3. The CITY shall be required to compensate CONTRACTOR only for work performed in accordance with the Agreement up to and including the date of termination.

5. INDEPENDENT CONTRACTOR. CONTRACTOR's relationship to the CITY shall be that of an independent contractor. CONTRACTOR shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the Water Utilities Director, or designee. The CONTRACTOR shall not be authorized to communicate directly with, nor in any way direct the actions of, any bidder or the construction contractor for this project without the prior written authorization by the Water Utilities Director, or designee. CONTRACTOR shall be sole responsible for the performance of any of its employees, agents or subcontractors under this agreement.

CONTRACTOR shall report to the CITY any and all employees, agents and contractors performing work in connection with this project, and all shall be subject to the approval of the CITY.

6. CITY BUSINESS LICENSE. Prior to the commencement of any work under this agreement, the CONTRACTOR shall obtain and present a copy of an Oceanside City Business License to the Water Utilities Director, or designee.

7. WORKERS' COMPENSATION. Pursuant to Labor Code section 1861, the CONTRACTOR hereby certifies that the CONTRACTOR is 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 the CONTRACTOR will comply with such provisions and provide certification of such compliance as a part of these Award Documents. The certification shall be in accordance with Subsections 8.4 through 8.9 of this Agreement.

8. LIABILITY INSURANCE.

8.1 CONTRACTOR shall, throughout the duration of this Agreement, maintain comprehensive general liability and property damage insurance, or commercial general liability insurance, covering all operations of CONTRACTOR, its agents and employees, performed in connection with this Agreement including, but not limited to, premises and automobile.

8.2 CONTRACTOR shall maintain liability insurance in the following minimum limits:

Comprehensive General Liability Insurance
(bodily injury and property damage)

Combined Single Limit Per Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000*

Commercial General Liability Insurance
(bodily injury and property damage)

General limit per occurrence	\$ 1,000,000
General limit project specific	\$ 2,000,000

<u>Automobile Liability Insurance</u>	\$ 1,000,000
---------------------------------------	--------------

*General aggregate per year, or part thereof, with respect to losses or other acts or omissions of CONTRACTOR under this Agreement.

8.3 If coverage is provided through a Commercial General Liability Insurance policy, a minimum of 50% of each of the aggregate limits shall remain available at all times. If over 50% of any aggregate limit has been paid or reserved, the CITY may require additional coverage to be purchases by the CONTRACTOR to restore the required limits. The CONTRACTOR shall also notify the CITY's Project Manager promptly of all losses or claims over \$25,000 resulting from work performed under this contract, or any loss or claim against the CONTRACTOR resulting from any of the CONTRACTOR's work.

8.4 All insurance companies affording coverage to the CONTRACTOR for the purposes of this Section shall add the City of Oceanside as "additional insured" under the designated insurance policy for all work performed under this Agreement. Insurance coverage provided to the CITY as additional insured shall be primary insurance and other insurance maintained by the CITY, its officers, agents and employees shall be excess only and not contributing with insurance provided pursuant to this Section.

- 8.5 All insurance companies affording coverage to the CONTRACTOR pursuant to this Agreement shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the state or be rated as A-X or higher by A.M. Best.
- 8.6 All insurance companies affording coverage shall provide thirty (30) day written notice to the CITY should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.
- 8.7 CONTRACTOR shall provide evidence of compliance with the insurance requirements listed above by providing a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.
- 8.8 CONTRACTOR shall provide a substitute Certificate of Insurance no later than thirty (30) days prior to the policy expiration date. Failure by the CONTRACTOR to provide such a substitution and extend the policy expiration date shall be considered a default by CONTRACTOR and may subject the CONTRACTOR to a suspension or termination of work under the Agreement.
- 8.9 Maintenance of insurance by the CONTRACTOR as specified in this Agreement shall in no way be interpreted as relieving the CONTRACTOR of any responsibility whatsoever and the CONTRACTOR may carry, at its own expense, such additional insurance as it deems necessary.

9. **CONTRACTOR'S INDEMNIFICATION OF CITY.** CONTRACTOR shall indemnify and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct, negligent acts, errors, omissions or other wrongful acts of the CONTRACTOR or its employees, agents, subcontractors or others in connection with the execution of the work covered by this Agreement, except only for those claims arising from the sole negligence or sole willful misconduct of the CITY, its officers, agents or employees. CONTRACTOR's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents or employees in defending against such claims, whether the same proceed to judgment or not. Further, CONTRACTOR, at its own expense, shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents or employees resulting or arising from the tortuous acts or omissions of the CONTRACTOR.

CONTRACTOR's indemnification of CITY shall not be limited by any prior or subsequent declaration by the CONTRACTOR.

10. **ERRORS AND OMISSIONS.** In the event that the Water Utilities Director, or designee determines that the CONTRACTOR's negligence, errors or omissions in the performance of work under this Agreement has resulted in expense to CITY greater than would have resulted if there were no such negligence, errors

or omissions, CONTRACTOR shall reimburse CITY for the additional expenses incurred by the CITY, including installation, maintenance and/or restoration expense. Nothing herein is intended to limit CITY's rights under Sections 8 or 9.

11. **NO CONFLICT OF INTEREST.** The CONTRACTOR shall not be financially interested in any other CITY contract for this project. For the limited purposes of interpreting this section, the CONTRACTOR shall be deemed a "City officer or employee", and this Section shall be interpreted in accordance with Government Code section 1090. In the event that the CONTRACTOR becomes financially interested in any other CITY contract for this project, that other contract shall be void. The CONTRACTOR shall indemnify and hold harmless the CITY, under Section 9 above, for any claims for damages resulting from the CONTRACTOR's violation of this Section.
12. **ASSIGNMENT AND DELEGATION.** This Agreement and any portion thereof shall not be assigned or transferred, nor shall any of the CONTRACTOR's duties be delegated, without the express written consent of the CITY. Any attempt to assign or delegate this Agreement without the express written consent of the CITY shall be void and of no force or effect. A consent by the CITY to one assignment shall not be deemed to be a consent to any subsequent assignment.

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

13. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and CONTRACTOR concerning the work to be performed for this project and supersedes all prior negotiations, representations or agreements.
14. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CONTRACTOR shall be responsible for complying with all local, state and federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

15. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an Agreement in writing, signed by the parties hereto.

16. DISPUTE RESOLUTION.

- a. Any controversy or claim arising out of or relating to this Agreement, or concerning the breach or interpretation thereof, shall be first submitted to mediation, the cost of which shall be borne equally by the parties.
- b. No suit shall be brought on this contract unless all statutory claims filing requirements have been met.

17. NOTICES. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

TO CITY:

City of Oceanside
Water Utilities Director
300 North Coast Highway
Oceanside, CA 92054

TO CONTRACTOR:

Mission Linen Supply
David Speaks
7912 Ostrow Street
San Diego, CA 92111

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur:

- a. Actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or
- b. Three (3) working days following the deposit in the United States mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

18. SIGNATURES.

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONTRACTOR and the CITY.

IN WITNESS WHEREOF the parties hereto for themselves do hereby agree to the full performance of the covenants herein contained and have caused this Professional Services Agreement to be executed by setting hereunto their signatures on this 19TH day of March, 2008.

PROJECT: UNIFORM RENTAL AND CLEANING SERVICES FOR THE FOLLOWING FACILITIES - (721.666900 & 711.666750):

- (1) CITY OPERATIONS CENTER
- (2) ROBERT WEESE FILTRATION PLANT
- (3) MISSION BASIN DESALTING FACILITY
- (4) SAN LUIS REY WASTEWATER TREATMENT PLANT
- (5) LA SALINA WASTEWATER TREATMENT PLANT
- (6) CITY OF OCEANSIDE – CLEAN WATER PROGRAM

MISSION LINEN SUPPLY

CITY OF OCEANSIDE

By: [Signature]
Signature

By: _____
Peter A. Weiss, City Manager

Gus Guzman V.P. OF Operations
Name/Title

By: [Signature]
Signature

Approved as to Form:
[Signature], ASST.
City Attorney

ANNE WILSON, CFO
Name/Title

95-1942549
Employer ID No.

NOTARY ACKNOWLEDGMENTS OF CONTRACTOR MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

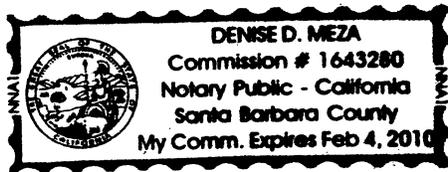
State of California

County of Santa Barbara

On February 11, 2008 before me, Denise D. Meza
Date Here Insert Name and Title of the Officer

personally appeared Gus Guzman, Anne Wilson
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature Denise D Meza
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Professional Services Agreement

Document Date: No Date Number of Pages: 10

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Gus Guzman

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Mission Linen Supply

Signer's Name: Anne Wilson

- Individual
- Corporate Officer — Title(s): CEO
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Mission Linen Supply