



REQUEST FOR PROPOSAL

UNIFORM RENTAL & LAUNDRY SERVICE

RFP #201718-04

November 1, 2017

I. INSTRUCTIONS AND CONDITIONS

- A. No bid proposal will be considered for award unless submitted in the bid format described in this Request for Proposal (RFP). The bid must be fully complete and executed; this includes any forms included in this RFP. Bidders shall send four (4) copies of the completed proposals which will include; three (3) bound and one (1) unbound copies with a copy of this RFP attached to the front of each proposal, with appropriate responses included.

Format: Proposal should be 8 ½ x 11 inches, printed two-sided on recycled paper with removable bindings, bound in a single document and organized in sections.

Each bid proposal must be submitted in a sealed envelope addressed to Rosa Hernandez, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637, and delivered prior to the time and date specified in this document. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Uniform Rental & Laundry Services

RFP # 201718-04

Filing Deadline: Monday, December 4, 2017 - 3:00 PM

- B. Attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are basis for evaluation and will be part of any contract with the successful bidder. Any deviations from the specifications in this notice shall be proper reason for rejection of all or any part of the bid proposal.
- C. The City is an equal opportunity employer. The City, as well as its

recipients, subrecipients, and contractors, will not discriminate in employment practices based on race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

- D. The City reserves the right to reject or accept any or all bids or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- E. The City reserves the right to consider any minor deviations from the specifications and determine the acceptance or rejection of such deviation.
- F. The City reserves the right to modify this Request for Proposal (RFP) at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by the City's Purchasing-Central Supply Division is the only method allowed with respect to changes to the RFP. Bidder is responsible to contact City's Purchasing-Central Supply Division prior to submitting a bid to determine if any amendments were made to the RFP. Documents, amendments, addenda, etc. will be posted to the City website at <https://www.cityofmadera.ca.gov/> under: Departments > Purchasing > Bid Announcement & Results.

Questions and suggestions concerning the RFP must be submitted in writing no later than 3:00 P.M. Monday, November 27, 2017. Written questions or inquiries should be e-mailed, mailed or faxed to:

Rosa Hernandez
Procurement Services Manager
City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

rhernandez@cityofmadera.com

FAX: (559) 661-0760

No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All inquiries should be submitted in writing per the process described in this document. Attempts to contact any City employee other than the designated contact for this RFP may be cause for rejection of a submitted bid.

- G. Proposals will be evaluated by a committee comprised of representatives from the various departments within the City. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted to the committee for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
- H. Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative, for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.
- I. The City reserves the right to seek supplementary information from any proposer at any time after official proposal opening and before the award. Such information will be limited to clarification or amplification of information asked in the original proposal.
- J. Issuance of the RFP and receipt of proposals does not commit the City to award an agreement. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.
- K. An award under this RFP will not be based solely on the lowest price. Proposals will be evaluated by a committee and each proposer will be scored on a point system. If an award is made, it will go to the bidder with the highest score.

Each proposer will be scored on the following point system, with a maximum of 100 points.

References	40 points
Price	40 points
Overall Qualifications & Experience	20 points

- L. Bid proposals shall remain valid for at least sixty (60) days after the opening of Bids. No Bid proposal may be withdrawn after the Bid opening.
- M. The successful Bidder shall enter into a formal agreement with City which

will be very similar in content to the Attachment B "Draft" Agreement which is provided for information purposes only and to help clarify City intent relevant to this Request for Proposal.

- N. A two-year contract will be awarded with the option to extend for a total of five years. Prices shall remain firm for a minimum of two years and may be adjusted each year thereafter based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option the City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.
- O. The City may, at its sole option, terminate any contract/agreement that may be awarded as a result of this RFP at the end of any City Fiscal Year (June 30), for reason of non-appropriation of funds in the subsequent Fiscal Year. In such event, the City will give bidder at least thirty (30) days written notice that such function will not be funded for the next fiscal period. In such event, the City will return any associated equipment to the Contractor in good working order, reasonable wear and tear excepted.
- P. Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408.

Bidder must comply with any Federal or State of California License/Certification required to provide the services and also must comply with the Insurance Requirements for Service Providers document included in this RFP as Attachment A.

- Q. Bidder's Proprietary Information: Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

- R. It is the City's policy to encourage the purchase of supplies, services and equipment from vendors located within the boundaries of the City. Local vendors are sellers, vendors, suppliers and contractors who maintain places of business located within the limits of the City and who have a current City of Madera business license. The local vendor outreach policy shall not apply to those Agreements where State or Federal law, or other laws or regulations, preclude such a preference.

Contractors will, to the greatest extent feasible, attempt to incorporate local area businesses as subcontractors and suppliers. Contractors will, upon request, provide records showing the outreach efforts made to local businesses to demonstrate that they have made a reasonable effort to inform local businesses of the opportunity.

- S. The City intends that other public agencies (county, special district, public authority, public agency, school district or other political subdivision of the state of California) shall have the option to participate in any agreement created because of this Request for Proposal. The City of Madera shall incur no financial responsibility in connection with a purchase order from another public entity. Vendor's agreement or failure to agree to the "piggyback" agreement will not be a factor in the award. This piggyback will remain available for one year from the date of the Bid award.

Check one of the following:

- i. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with no exceptions.
- ii. Agree to extend all prices, terms, and conditions of my proposal to any other public agency located in the State of California with the following exceptions noted, as attached.
- iii. The Vendor does not agree to extend pricing, terms and conditions in our Bid to any other agency.

II. GENERAL INFORMATION

The City of Madera is seeking qualified service providers to furnish uniform and mat supply, rental and laundry service to the following City Departments:

- Department of Public Works (60 employees)
- Parks and Community Services (14 employees)
- Wastewater Treatment Plant (15 employees)
- Equipment Maintenance (7 employees)

- Airport (2 employees)

III. **SPECIFICATIONS**

A. **Clothing**

1. New garments to be provided at the beginning of this contract and each two-year period thereafter.
2. Eleven (11) shirts and eleven (11) pants should be inventoried for each employee. This includes a "swing" suit for exchange day.
3. Number of changes per week; five (5) shirts and five (5) pants.
4. Shirts - Executive type dress shirt.
5. Shirts - 65% Dacron, 35% cotton.
6. Shirts – Polo
7. Shirts – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm² (minimum)
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2
Arc Rating – ATPV 8.0 cal/cm² (minimum)
10. Coveralls.
11. Color - A variety of colors to be specified and/or confirmed at time of fitting. The only requirement is that some employees must be clothed in "safety orange" shirts.
12. Clothing to be delivered each week to the various departments, on hangers and sorted by employee.

B. **Emblems and Name Tags**

1. City will supply emblems.
2. City will maintain possession of excess emblems until needed for new employees.

3. Vendor to provide name tags on garments for each employee. Name tag specifications shall be silk screened with a merrow stitched border.
4. If clothing is exchanged for any reason, vendor will transfer old emblems and name tags to new garments.

C. **Fitting**

1. Each person must be individually measured and fitted prior to first delivery of garments. During the first two weeks of service, vendor shall make necessary adjustments and provide necessary replacements at no additional cost.

D. **Inventory Control**

1. The vendor will be required to furnish a complete listing of garments delivered each week by department and detailed by individual. Any garments lost by vendor shall be replaced at no additional cost.

E. **Service Tag System**

1. Some type of tag system must be provided so that employees can call attention to needed repairs, etc.

F. **Replacement of Garments**

1. Vendor must maintain clothing in a good, serviceable condition throughout the term of the service agreement. Garments in a badly worn, frayed or torn condition from normal use shall be replaced at the next regular delivery date. Routine small repairs will be acceptable so long as the image of the employee and City are not below standard.
2. City will be responsible for lost and damaged garments by the employee.
3. There is no provision for the employee to change between short and long sleeves throughout the year.

G. **Door Mats and Dust Mops**

1. Vendor shall provide door mats and dust mops in the following sizes:

Mats

Dust Mops

3' X 4'	24"
4' X 6'	36"
3' X 10'	
3' X 5' (scraper)	

H. **Additions and Deletions**

1. The number of garments or other rental items may be increased or decreased from time to time. Notification will be given to the vendor when changes are necessary. In any case, the unit prices shall remain the same as the original proposal.

I. **Property of Vendor**

1. All garments or other merchandise furnished under the rental agreement shall remain the property of the vendor.

J. **Cancellation**

1. This service agreement may be canceled by the City of Madera any time service is deemed unsatisfactory. A thirty (30) day notice will be given prior to cancellation.

IV. **DELIVERY LOCATIONS**

Department of Public Works
 1030 South Gateway Drive
 Madera, CA 93637
 7:00 AM - 3:00 PM
 559-661-5466

Parks Maintenance Office
 40 West Olive
 Madera, CA 93637
 7:00 AM - 3:00 PM
 559-675-9306

Wastewater Treatment Plant
 13048 Road 21 ½
 Madera, CA 93637
 7:00 A.M - 5:30 P.M.
 559-661-5466

Equipment Shop
 1030 South Gateway Drive
 Madera, CA 93637
 7:00 A.M. - 3:00 P.M.
 559-661-5466

Madera Municipal Airport
 4020 Airport Dr.
 Madera, CA 93637
 7:00 AM - 3:00 PM
 559-661-3687

City Hall
 205 W. 4th Street
 Madera, CA 93637
 7:00 A.M. – 5:00 P.M.
 559-661-5454

V. **REFERENCES**

- A. Vendor to supply a minimum of five (5) references with bid submittal; i.e. list agencies you are currently providing with uniforms and laundry service.

Bidders must complete the Bid Proposal Authorization form, the Uniform and Laundry Service Proposal and References Form supplied with this Request for Proposal.

* * * * *

CITY OF MADERA
UNIFORM RENTAL & LAUNDRY SERVICE
RFP #201718-04

BID PROPOSAL AUTHORIZATION

COMPANY NAME _____

STREET ADDRESS _____

CITY / STATE _____

PHONE NUMBER _____

EMAIL _____

PERSON PREPARING BID _____

POSITION _____

SIGNATURE _____

DATE _____

MADERA BUS. LIC. NO. _____

***This form is required with Bid.**

CITY OF MADERA

CURRENT AGENCY OR BUSINESS REFERENCES

1. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT:

2. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT:

3. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT:

4. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT:

5. AGENCY/COMPANY NAME: _____ PHONE NO.: _____
ADDRESS: _____
CONTACT PERSON: _____
DATE SERVICES STARTED: _____

SUMMARY OF SERVICES INCLUDED IN THIS CONTRACT:

***This form is required with Bid.**

CITY OF MADERA

UNIFORM AND LAUNDRY SERVICE PROPOSAL
RFP #201718-04

1. Weekly cost per employee, per week;
five (5) shirts and five (5) pants;
65% Dacron and 35% Cotton.
Include name tags on shirts. \$ _____
2. Weekly cost per employee, per week;
five (5) executive dress shirts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ _____
3. Weekly cost per employee, per week;
five (5) Polo shirts and
five (5) pants; 65% Dacron and 35%
Cotton. Include name tags on shirts. \$ _____
4. Weekly cost per employee, per week;
Five (5) Fire Rated shirts and five (5) Fire Rated pants;
Class – HRC2 Arc Rating – ATPV 8.0 cal/cm2 (minimum)
Include name tags on shirts. \$ _____
5. Weekly cost per employee, per week;
three (3) coveralls. \$ _____
6. Replacement cost for shirts which are
lost or damaged by the employee. \$ _____
7. Replacement cost for pants which are
lost or damaged by the employee. \$ _____
8. Exchange shirts; different size. \$ _____
9. Exchange pants; different size. \$ _____
10. Floor Mat: 3' X 4' \$ _____
Floor Mat: 4' X 6' \$ _____
Floor Mat: 3' X 10' \$ _____
Floor Mat: 3' X 5' (scraper) \$ _____
11. Dust Mop: 24" \$ _____
Dust Mop: 36" \$ _____

VENDOR - PLEASE NOTE:

Bid prices include any and all expenses by the vendor. This includes, but is not limited to, name tags, fittings, and preparation charges; i.e. sewing emblems and name tags on garments, etc.

***This form is required with Bid.**

Insurance Requirements for Service Providers

Without limiting Service Provider's indemnification of City, and prior to commencement of Work, Service Provider shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

Service Provider shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Service Provider, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

Proof of Insurance

Service Provider shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the

term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Service Provider, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Service Provider hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non estoppel)

Service Provider acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Service Provider of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Service Provider maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Service Provider.

Notice of Cancellation

Service Provider agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days notice of cancellation (except for nonpayment for which ten (10) calendar days notice is required) or nonrenewal of coverage for each required coverage.

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims

Service Provider shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Service Provider's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.

DRAFT
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the CITY OF MADERA, hereinafter referred to as “City” and _____, hereafter referred to as “Service Provider”;

A. The City is in need of Uniform Rental and Laundry Services in the following departments: Department of Public Works, Parks and Community Services, Wastewater Treatment Plant, Equipment Maintenance, Airport, and City Hall.

The Service Provider has responded to a Request for Proposals (“RFP”) to perform these needed services and has responded to the RFP attached hereto as Exhibit “A” and incorporated herein as though set forth in full and as indicated in the response to RFP attached hereto as Exhibit “B” and incorporated herein as though fully set forth. The City desires to have the Service Provider perform the work in accordance with the RFP and the response thereto prepared by the Service Provider. The work to be performed in accordance with Exhibit “A” and Exhibit “B” is hereinafter referred to as “Uniform Services.”

B. City requires Uniform Services of a qualified professional Service Provider.

C. Service Provider is a firm having the necessary experience and qualifications to provide Uniform Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby engages Service Provider to perform the Uniform Services herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Service Provider to commence work on _____.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies as provided in the RFP and responses set forth in Exhibit “A” and Exhibit “B.” The Uniform Services shall be performed in a professional and competent manner.

3. Service Provider’s performance and term of contract. The work to be

performed by Service Provider is as shown on Exhibit "A" and "B".

3.1 Term of Contract. The term of this contract shall be from _____, 20__ through _____, 20__. The City has the option to extend the agreement for three (3) additional one (1) year terms. In order to exercise this option City must notify the Service Provider in writing at the address provided in this agreement no later than 30 days before the expiration of this agreement.

3.2 Right of Entry. City shall grant or arrange permission for right of entry by Service Provider upon the Sites to provide the Uniform Services under the Agreement.

4. Service Provider's fees and compensation: amount: how and when payable.

4.1 Fees. For all items of work and services and for furnishing of supplies as set forth in the Service Provider's response to RFP and Exhibit "B" attached hereto, City agrees to pay to Service Provider, and Service Provider agrees to accept as payment in full, compensation as set forth in Exhibit "B."

4.2 Monthly Billings. Service Provider shall furnish City with itemized monthly billings for all services rendered under this Agreement and such payments shall be due and payable by City to Service Provider within thirty (30) days after presentation of approved invoices to City. Invoices must be detailed by employee and must additionally be broken into subgroups as identified in Exhibit "A."

5. Service Provider's agreement to hold harmless and insurance requirements.

5.1 Independent Contractor. In the furnishing of the services provided for herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification.

Service Provider shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Service Provider's performance of its obligations under this agreement or out of the operations conducted by Service Provider, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Service Provider's performance of this agreement, the Service Provider shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal

counselors' fees, incurred in defense of such claims.

5.3 Insurance Requirements. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera as set forth in Attachment A of Exhibit "A" entitled Insurance Requirements for Service Providers.

6. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

7. Governing Law. The laws of the State of California shall govern the rights and obligations of the parties under the Agreement, including the interpretation of the Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

8. Termination. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days written notice of intent to terminate the contract.

Notice of termination shall be mailed to the City:

City of Madera - Purchasing
Rosa Hernandez, Procurement Svcs. Mgr.
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

In the event of such termination, Service Provider shall be paid for work completed to date of termination and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees calculated on the monthly basis, pro-rated to the specific date of termination if applicable, as set forth in Exhibit "B".

9. Assignment. Neither the City nor Service Provider will assign its interest in this Agreement without the written consent of the other.

10. Notices. All notices and communications from the City shall be to Service Provider's designated Project Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Section 8 hereof.

This agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA

BY: _____
Andrew J. Medellin, Mayor

SERVICE PROVIDER NAME

BY: _____
Name, Title

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM
CITY ATTORNEY:

By: _____
Joel Brent Richardson