



**REQUEST FOR PROPOSAL NO. 202122-08**

**CITY OF MADERA**

**Uniform Rental & Laundry Services**

**Date Released: December 22, 2021**

**Proposals are due Friday, January 21, 2022 prior to 5:00 PM.**

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**REQUEST FOR PROPOSAL  
FOR  
UNIFORM RENTAL & LAUNDRY SERVICES**

The City of Madera (City) is requesting proposals from qualified companies that can provide uniform rental and laundry services. The term is expected to be for two years with the option to extend for three (3) additional one (1) year terms. The City reserves the right to award one or more contracts for this service.

**I. BACKGROUND**

The City of Madera incorporated in 1907. The City is a general law City and operates under the City Council/City Manager form of government. The City covers approximately 16 square miles, with a population of 66,000. Located in the central San Joaquin Valley of California, Madera is approximately 15 minutes north of the largest city within the region, Fresno.

**II. GENERAL INFORMATION**

The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and where necessary, request any clarification prior to submission of a Proposal. Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP). The City's Purchasing Division contact set out in RFP will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by the City's Purchasing Division is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued, and the information will be posted on City's website at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results. Addenda will also be provided to all prospective hearing officers who have submitted a Letter of Intent to Respond via email. Any interpretation of, or correction to this solicitation will be made only by addendum issued by the City's Purchasing Division. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

Schedule of Events: This Request for Proposal shall be governed by the following schedule:

All dates are subject to change at the discretion of the City.

RFP Schedule	
RFP Release	December 22, 2021
Deadline for Written Questions	January 7, 2022
Response to Questions Posted on Website	January 14, 2022
Proposals Due Date and Time	January 21, 2022, 5:00 PM
Council Consideration of Award of Contract	March 2, 2022

A. Inquiries

Any questions related to this RFP shall be submitted in writing to the attention of Jennifer Stickman, Procurement Services Manager via email at [jstickman@madera.gov](mailto:jstickman@madera.gov) no later than January 7, 2022.

No oral question or inquiry about this RFP shall be accepted. No questions or inquiries should be directed to any individual(s) at the locations detailed in this document. All communications should be submitted in writing per the process described in this document.

B. Submittals

1. Due to Covid-19 safety precautions and to ensure the delivery of your proposal, it is required that you email your proposal to Jennifer Stickman, Procurement Services Manager at [jstickman@madera.gov](mailto:jstickman@madera.gov) by 5:00 PM Friday, January 21, 2022.
2. Proposals shall be sent with the subject line: "RFP No. 202122-08 Uniform Rental & Laundry Services" by the time and date specified above.
3. Proposals received after the time and date specified above will be considered nonresponsive and will be returned unopened to the Proposer.

**III. GENERAL INSTRUCTIONS AND PROVISIONS**

- A. 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. 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.
- B. Unsigned proposals or proposals signed by an individual not authorized to bind the prospective Contractor will be considered nonresponsive and rejected.
- C. 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.

- D. The City recognizes its policy of providing equal opportunity to all qualified persons and reaffirms its commitment that there shall be no discrimination against qualified applicants or employees on the basis of race, gender, color, national origin, religion, age, disability, sexual orientation, or marital status.
- E. The City reserves the right to reject or accept any or all proposals or parts thereof, and to accept or reject the alternatives individually or jointly, for any reason.
- F. The City reserves the right to seek supplementary information from any Proposer at any time after official proposal opening and before the award.
- G. The City reserves the right to modify this RFP at any time. In the event it becomes necessary to modify or revise the RFP, a written amendment or addenda issued by City's Purchasing Division is the only method which should be relied on with respect to changes to the RFP. Documents, amendments, addenda, etc. will be posted to the City's Purchasing page at [www.madera.gov/purchasing](http://www.madera.gov/purchasing) under Bid Announcement and Results and provided to all Proposers who have submitted a Letter of Intent to Respond via email. However, it is the Proposer's responsibility to contact City's Purchasing Division prior to submitting a proposal to determine if any amendments were made to the RFP.
- H. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City to do so. Furthermore, a contract award may not be made based solely on price.
- I. 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.
- J. Prior to beginning any work or delivering any equipment or material to be furnished under this proposal, the proposer shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5408. Should

the proposer already have their license, please indicate the license number and expiration date on Attachment A, Vendor Information Form.

- K. An award will be made as soon as reasonably practical after the opening of Proposals.
- L. The successful Contractor shall enter into a formal agreement with City which will be very similar in content to the Attachment D Sample Professional Services Agreement which is provided for information purposes only and to help clarify City intent relevant to this RFP as well as general contract requirements of the City.
- M. An award under this RFP will not be based solely on the price. If an award is made, it will go to the proposer(s) with the best overall proposal who provides the best value to the City and its residents. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.
- O. The prospective Contractor is advised that should this RFP result in recommendation for award of a contract, the contract will not be in force until it is approved by the City Council.
- P. All products used or developed in the execution of any contract resulting from this RFP will remain in the public domain at the completion of the contract.
- N. By submitting a proposal, the prospective Contractor certifies that its submission is not the result of collusion or any other activity that would tend to directly or indirectly influence the selection process. The proposal will be used to determine the prospective Contractor's capability of rendering the services to be provided.
- Q. Pursuant to the California Public Records Act, Government Code Section 6250 and following, public records may be inspected and examined by anyone desiring to do so, at a reasonable time, under reasonable conditions, and under supervision by the custodian of the public record. All submitted proposals are subject to the California Public Records Act and may be determined to be public records subject to disclosure, even if the prospective hearing officer claims confidential treatment. The City will disclose public records as required under the California Public Records Act.

Each prospective Contractor should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City might not be in a position to establish that the information, which a prospective Contractor submits, is a trade secret. If a request is made for information marked as "confidential" by the prospective Contractor in their proposal, the City will provide the prospective Contractor who submitted such information with reasonable

notice to allow the firm to seek protection from disclosure by a court of competent jurisdiction.

#### IV. INSURANCE REQUIREMENTS FOR GENERAL SERVICE CONTRACTS

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor 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*

Vendor 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 forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 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 Vendor 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. Vendor 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*

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

##### *Proof of Insurance*

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)*

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor 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 Vendor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

#### *Notice of Cancellation*

Vendor 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*

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

#### *Additional Insurance*

Vendor 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.

## **V. SPECIFICATIONS**

### **Objectives**

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 (55 employees)
- Parks and Community Services (14 employees)
- Wastewater Treatment Plant (10 employees)
- Equipment Maintenance (7 employees)
- Madera Municipal Airport (2 employees)
- Madera City Hall (mats only)
- Madera Police Department (mats only)
- Madera Engineering Division (mats only)

### **Scope**

#### **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) to be replaced new annually.
8. Pants - 65% Dacron, 35% cotton; western or regular cut.
9. Pants – Fire Rated; Class – HRC2  
Arc Rating – ATPV 8.0 cal/cm2 (minimum) to be replaced new annually.
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. A 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:

<u>Mats</u>	<u>Dust Mops</u>
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.

## **VI. 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 Avenue  
Madera, CA 93637  
7:00 AM – 3:00 PM  
(559) 675-9306

Wastewater Treatment Plant  
13048 road 21 ½  
Madera, CA 93637  
7:00 AM – 5:30 PM  
(559) 661-5466

Equipment Shop  
1030 South Gateway Drive  
Madera, CA 93637  
7:00 AM – 3:00 PM  
(559) 661-5466

Madera Municipal Airport  
4020 Aviation Drive  
Madera, CA 93637  
7:00 AM – 3:00 PM  
(559) 661-3687

### **Floor Mats Only:**

Madera City Hall  
205 West 4<sup>th</sup> Street  
Madera, CA 93637  
7:00 AM – 5:00 PM  
(559) 661-5454

Madera Engineering Division  
428 East Yosemite Avenue  
Madera, CA 93638  
(559) 661-5418

Madera Police Department  
330 South C Street  
Madera, CA 93637  
(559) 675-4200

## **VII. PROPOSAL EVALUATION**

### **Evaluation Process**

All proposals will be evaluated by a City of Madera Selection Committee (Committee). The Committee may be composed of City of Madera staff and other parties that may have expertise or experience in the services described herein. The Committee will review the submittals and will rank the proposers. The evaluation of the proposals shall be within the sole judgment and

discretion of the Committee. All contacts during the evaluation phase shall be through the City of Madera Purchasing Division only. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

The Committee will evaluate each proposal meeting the qualification requirements set forth in this RFP. Proposers should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the City of Madera requirements as set forth in this RFP.

The selection process may include oral interviews. The Contractor will be notified of the time and place of oral interviews and of any additional information that may be required to be submitted.

### **Evaluation Criteria**

Proposals will be evaluated according to each Evaluation Criteria and scored on a zero to five-point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A proposal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum score for any project is five hundred (500) points.

The Evaluation Criteria Summary and their respective weights are as follows:

<i>No.</i>	<i>Written Evaluation Criteria</i>	<i>Weight</i>
1	Completeness of Response	Pass/Fail
2	Qualifications & Experience	20
3	References	40
4	Fee Schedule	40
<b>Subtotal:</b>		<b>100</b>

#### **A. Completeness of Response (Pass/Fail points)**

1. Responses to this RFP must be complete and must include Attachment A Vendor Information Form, Attachment B Bid Proposal Form, and Attachment C Business Reference Form supplied with this Request for Proposal. All required forms must

be completely filled out and signed where indicated. Responses that do not include the Proposal content requirements identified within this RFP and subsequent addenda and do not address each of the items listed below will be considered incomplete.

2. Vendor shall identify in writing any requested modifications to the proposed insurance requirements or Professional Services Agreement, or provide a statement that there are no requested modifications.

**B. Qualifications & Experience (20 points)**

1. Describe the qualifications and experience of the organization, entity, or individual performing services/projects within the past five years that are similar in size and scope to demonstrate competence to perform these services.

**C. References (40 points)**

1. Using Attachment C, Business Reference Form, include a detailed description of a minimum of three (3) current contracts.

**D. Fee Schedule (40 Points)**

1. Provide a fee schedule/pricing information for the project using Attachment B Bid Proposal Form. Bid prices must 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.

Proposals shall be valid for a minimum of 180 days following submission.

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**ATTACHMENT A  
VENDOR INFORMATION FORM  
FOR**

**RFP No. 202122-08 for Uniform Rental & Laundry Services**  
**This form is required with Proposal**

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: \_\_\_\_\_

Contact Person for Agreement: \_\_\_\_\_

Corporate Mailing Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person for Proposals: \_\_\_\_\_

Title: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Business Telephone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Is your business: (check one)

☐ NON-PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP  
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP  
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

**Names & Titles of Corporate Board Members**

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: \_\_\_\_\_

City of Madera Business License Number: \_\_\_\_\_

(If none, you must obtain a City of Madera Business License upon award of contract.)

City of Madera Business License Expiration Date: \_\_\_\_\_



**ATTACHMENT B**  
**BID PROPOSAL FORM**  
**This form is required with Proposal**

<i>No.</i>	<i>Description</i>	<i>Rate</i>
<b>1.</b>	<b>Uniform Services: Weekly Cost Per Employee</b>	
a.	Five (5) shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	
b.	Five (5) executive dress shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	
c.	Five (5) Polo shirts and five (5) pants; 65% Dacron and 35% Cotton. Include name tags on shirts.	
d.	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.	
e.	Three (3) coveralls.	
<b>2</b>	<b>Uniform Services: Per Employee</b>	
a.	Replacement cost for shirts which are lost or damaged by the employee.	
b.	Replacement cost for pants which are lost or damaged by the employee.	
c.	Exchange shirts; different size.	
d.	Exchange pants; different size	
<b>3.</b>	<b>Door Mats and Dust Mops: Weekly Cost Per Item</b>	
a.	Floor Mat: 3' X 4'	
b.	Floor Mat: 4' X 6'	

c.	Floor Mat: 3' X 10'	
d.	Floor Mat: 3' X 5' (scraper)	
e.	Dust Mop: 24"	
f.	Dust Mop: 36"	

**Bid prices to 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.**

Date \_\_\_\_\_

Company Name \_\_\_\_\_

CSLB License No. & Classification(s) \_\_\_\_\_

DIR No. & Classification(s) \_\_\_\_\_

Street Address \_\_\_\_\_

City / State / ZIP \_\_\_\_\_

Phone Number \_\_\_\_\_

Person Preparing Proposal \_\_\_\_\_

Title \_\_\_\_\_

Email Address \_\_\_\_\_

Signature of Person Preparing Proposal \_\_\_\_\_

**ATTACHMENT C**  
**BUSINESS REFERENCE FORM**  
**This form is required with Proposal**

AGENCY/COMPANY:	_____
CONTACT PERSON:	_____
EMAIL ADDRESS:	_____
PHONE NUMBER:	_____
ADDRESS:	_____
DATE SERVICES PROVIDED:	_____
SUMMARY OF SERVICES INCLUDED:	_____
AGENCY/COMPANY:	_____
CONTACT PERSON:	_____
EMAIL ADDRESS:	_____
PHONE NUMBER:	_____
ADDRESS:	_____
DATE SERVICES PROVIDED:	_____
SUMMARY OF SERVICES INCLUDED:	_____
AGENCY/COMPANY:	_____
CONTACT PERSON:	_____
EMAIL ADDRESS:	_____
PHONE NUMBER:	_____
ADDRESS:	_____
DATE SERVICES PROVIDED:	_____
SUMMARY OF SERVICES INCLUDED:	_____
AGENCY/COMPANY:	_____
CONTACT PERSON:	_____
EMAIL ADDRESS:	_____
PHONE NUMBER:	_____
ADDRESS:	_____
DATE SERVICES PROVIDED:	_____
SUMMARY OF SERVICES INCLUDED:	_____
AGENCY/COMPANY:	_____
CONTACT PERSON:	_____
EMAIL ADDRESS:	_____
PHONE NUMBER:	_____
ADDRESS:	_____
DATE SERVICES PROVIDED:	_____
SUMMARY OF SERVICES INCLUDED:	_____

**ATTACHMENT D**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

## ***SAMPLE PROFESSIONAL SERVICES AGREEMENT***

### **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND**

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This Professional Services Agreement ("Agreement") is entered into between the CITY OF MADERA, a California general law city ("City") and NAME ("Service Provider"). This Agreement shall be effective on the date signed by City which shall occur after execution by Service Provider ("Effective Date").

#### **RECITALS**

- A. City has sought, by a Request for Proposals, to select a Service Provider to provide \_\_\_\_\_.
- B. Service Provider submitted a proposal for performing the requested Services and is engaged in the business of furnishing such services as a Service Provider and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services called for in the Request for Proposals and this Agreement.
- C. City has selected Service Provider to perform the requested Services on the basis of Service Provider's demonstrated competence and professional qualifications.
- D. City desires to retain Service Provider, and Service Provider desires to provide City with the Services, on the terms and conditions as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements herein, City and Service Provider agree as follows:

#### **AGREEMENT**

- Scope of Services.** Service Provider shall perform, to the satisfaction of City in accordance with this Agreement, the Services described in the "Scope of Services" attached hereto as **Exhibit A** and incorporated by herein by this reference. Service Provider shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. *[Note: Scope of Services Exhibit will also include the text from RFP regarding Maintenance Standards and Other Provisions.]*
- Commencement of Services; Term of Agreement.** Service Provider shall commence the Services upon City's issuance of a written "Notice to Proceed." This Agreement shall be effective on \_\_\_\_\_, 2022, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through \_\_\_\_\_, 2024, unless otherwise terminated earlier by one of the parties pursuant to Section 16 of this Agreement. This Agreement may be

extended by mutual written consent annually thereafter, not to exceed three (3) additional years, by providing such notice to the parties as identified in Section 21 of this Agreement.

- (a) Continuity of Personnel. Service Provider shall make every reasonable effort to maintain the stability and continuity of Service Provider's staff and subcontractors assigned to perform the Services under this Agreement. Service Provider shall notify City of any changes in Service Provider's staff and subcontractors assigned to perform the Services under this Agreement.
  - (b) Additional Services. Service Provider shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in **Exhibit A** unless such additional services are authorized in advance and in writing by the City Manager of City. Service Provider shall be compensated for any such additional services in the amounts and in the manner agreed to by the City and Service Provider.
3. Compensation for Services. City shall compensate Service Provider for rendering the Services as follows:
- (a) Subject to any limitations set forth in this Agreement, City agrees to pay Service Provider by the amounts specified in the Schedule of Compensation attached hereto as **Exhibit B** and incorporated herein by this reference. *[And if applicable add: "Both parties agree that Service Provider's total compensation under this Agreement shall not exceed \$\_\_\_\_\_.]*
  - (b) Each month Service Provider shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-Service Provider contracts.
  - (c) City shall independently review each invoice submitted by the Service Provider to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Service Provider of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.
  - (d) Payment to Service Provider for work performed under this Agreement shall not be deemed to waive any defects in work performed by Service Provider.
4. Independent Contractor Status. Service Provider and its subcontractors shall perform the Services as independent contractors and not as officers, employees, agents, or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship

between City and Service Provider's employees or subcontractors, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Service Provider's employees or subcontractors, any claim or right of action against City. Neither the City nor any of its employees shall have any control over the manner, mode, or means by which Service Provider or its agents or employees perform the services under this Agreement.

5. Qualifications, and Professional Standards. Service Provider represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. In meeting its obligations under this Agreement, Service Provider shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Service Provider under this Agreement. Service Provider represents that to the extent Service Provider utilizes subcontractors, such subcontractors are, and will be, qualified in their fields. Service Provider also expressly represents that both Service Provider and its subcontractors, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Service Provider and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with and keep themselves informed of all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. Service Provider shall before commencing any work under this Agreement provide to City in writing: (a) the identity of all subcontractors and sub-consultants (collectively referred to as "subcontractors"), if any, which Service Provider intends to utilize in Service Provider's performance of this Agreement; and (b) a detailed description of the full scope of work to be provided by such subcontractors. Service Provider shall only employ subcontractors pre-approved by City and in no event shall Service Provider replace an approved subcontractor without the advance written permission of City, with the understanding that City's permission will not be unreasonably withheld. Notwithstanding any other provisions in this Agreement, Service Provider shall be liable to City for the performance of Service Provider's subcontractors.

7. Subcontractor Provisions. Service Provider shall include in its written agreements with its subcontractors, if any, provisions which: (a) impose upon the subcontractors the obligation to provide to City the same insurance and indemnity obligations that Service Provider owes to City; (b) make clear that City intends to rely upon the reports, opinions, conclusions, and other work product prepared and performed by subcontractors for Service Provider; and (c) compliance with all laws and certifications as required under this Agreement.

8. Power to Act on Behalf of City. Service Provider shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.

9. Record Keeping; Reports. Service Provider shall keep complete records showing the type of Services performed. Service Provider shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Service Provider and its subcontractors for inspection and audit purposes. Service Provider shall provide City with a working draft of all reports and a copy of all final reports prepared by Service Provider under this Agreement.

10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations, and other work product generated by or produced for Service Provider or its subcontractors in connection with the Services, regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Service Provider shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Service Provider shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.

11. Confidentiality. All data, reports, conclusions, opinions, recommendations, and other work product prepared and performed by and on behalf of Service Provider in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Service Provider shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Service Provider shall also require its subcontractors to be bound to these confidentiality provisions.

12. City Name and Logo. Service Provider shall not use City's name or insignia, photographs relating to the City projects for which Service Provider's services are rendered, or any publicity pertaining to the Service Provider's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Service Provider warrants that neither Service Provider nor any of its employees have an interest, present or contemplated, which would conflict in any manner with the interests of the City, or which would in any way hinder Service Provider's performance of services under this Agreement. Service Provider covenants that no person having any such interest, whether an employee or subcontractor shall perform the Services under this Agreement. During the performance of the Services, Service Provider shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission. City understands and acknowledges that Service Provider is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Service Provider is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of



this section. City understands and acknowledges that Service Provider will, perform non-related services for other governmental agencies and private parties following the completion of the Services under this Agreement, and any such future service shall not be considered a conflict of interest for purposes of this section.

14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Service Provider, or any successors in interest, in the event of a default or breach by City for any amount which may become due Service Provider or its successor, or for any breach of any obligation under the terms of this Agreement.

15. City Right to Employ Other Service Providers. This Agreement is non-exclusive with Service Provider. City reserves the right to employ other Service Providers in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.

a. For Convenience of City. This Agreement may be terminated by City at its discretion upon thirty (30) days prior written notice to Service Provider.

b. For Breach of Either Party. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c. Compensation to Service Provider Upon Termination. In the event termination is not due to fault attributable to Service Provider and provided all other conditions for payment have been met, Service Provider shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Service Provider's compensation has not become due, Service Provider shall be paid the reasonable value of its services provided. However, in no event shall such payment when added to any other payment due under the applicable part of the work exceed the total compensation of such part as specified in Section 3 herein. In the event of termination due to Service Provider's failure to perform in accordance with the terms of this Agreement through no fault of City, City may withhold an amount that would otherwise be payable as an offset to City's damages caused by such failure.

d. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Service Provider shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other

information and materials as may have been accumulated by the Service Provider in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Service Provider. Service Provider may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Service Provider shall obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit "C"** attached hereto and incorporated herein by this reference. All insurance policies shall be subject to City approval as to form and content. Service Provider shall provide City with copies of required certificates of insurance upon request.

18. Indemnity and Defense. Service Provider shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("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, except for such loss or damage arising from the active negligence, 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 counsels' fees, incurred in defense of such claims.

19. Compliance with All Laws. Service Provider shall be familiar with and shall comply with all City, State, and Federal laws and regulations applicable to the work to be performed under this Agreement. In providing the services required under this Agreement, Service Provider shall at all times comply with all applicable laws, regulations, and resolutions of the United States, the State of California, and the City of Madera now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Assignment. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Service Provider without the prior written consent of City. In the event of an assignment to which City has consented, the assignee shall agree in writing to personally assume and perform the covenants, obligations, and agreements herein contained. In addition, Service Provider shall not assign the payment of any monies due Service Provider from City under the terms of this Agreement to any other individual, corporation or entity. City retains the right to pay any and all monies due Service Provider directly to Service Provider.

21. Form and Service of Notices. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: (ADD NAME)  
City of Madera  
205 W. Fourth  
Madera, CA 93637  
Email:

To Service Provider: NAME  
ADDRESS  
Email:

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

22. Entire Agreement. This Agreement, including the attachments and exhibits, represents the entire Agreement between City and Service Provider, and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Service Provider.

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

24. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

25. Severability. In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

26. Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party. This Agreement is entered into by City and Service Provider in the County of Madera, California. Thus, in the event of litigation, venue shall only lie with the appropriate state or federal court in Fresno County.

27. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

28. Amendments and Waiver. This Agreement shall not be modified or amended in any way, and no provision shall be waived, except in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

29. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

31. Non-Discrimination. Service Provider shall not discriminate on the basis of any protected class under federal or State law in the provision of the Services or with respect to any Service Provider employees or applicants for employment. Service Provider shall ensure that any subcontractors are bound to this provision. A protected class includes, but is not necessarily limited to race, color, national origin, ancestry, religion, age, sex, sexual orientation, marital status, and disability.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the City and Service Provider have executed this Agreement on the date(s) set forth below.

**SERVICE PROVIDER NAME**

**CITY OF MADERA**

By: \_\_\_\_\_  
(ADD NAME & POSITION)

By: \_\_\_\_\_  
Santos Garcia, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVE AS TO FORM:

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

**EXHIBIT A**

**SCOPE OF SERVICES**

SAMPLE

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

SAMPLE

## EXHIBIT C INSURANCE REQUIREMENTS

Without limiting Vendor's indemnification of City, and prior to commencement of Work, Vendor 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*

Vendor 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 forms CG 20 10 and CG 20 37 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- **\$2,000,000 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 Vendor 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. Vendor 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*

Vendor 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 Vendor, his agents, representatives, employees, subcontractors, or subconsultants as specified in this Agreement.

### *Proof of Insurance*

Vendor 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 Vendor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Vendor 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)*

Vendor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Vendor 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 Vendor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Vendor.

#### *Notice of Cancellation*

Vendor 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*

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

*Additional Insurance*

Vendor 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.

SAMPLE