



CITY OF MERCED

REQUEST FOR PROPOSALS (RFP)

UNIFORM RENTAL AND CLEANING SERVICES

The City of Merced Public Works Department invites your proposal to provide uniform rental and cleaning services of work apparel and miscellaneous items including towels, floor mats, seat/ground covers, air fresheners, and floor mops.

You are hereby invited to submit a proposal based upon the requirements and conditions set forth in this RFP.

Proposal Submission:

Two (2) copies of the completed proposal must be submitted no later than 4:30 p.m. on Monday, December 16, 2024.

Fee Proposal:

One (1) copy of a separate Uniform Services Fee Proposal Sheet must be submitted in a separate, sealed envelope marked "Uniform Rental and Cleaning Services Bid Sheet."

Mailing Instructions:

Jamie Cruz
Management Analyst
City of Merced Public Works
1776 Grogan Avenue
Merced, CA 95341

Inquiries:

Questions pertaining to this RFP should be directed in writing, no later than 72 hours prior to proposal submission to:

Jamie Cruz, Management Analyst, phone number (209)385-6239, cruzj@cityofmerced.org

TABLE OF CONTENTS

Objective.....3
Method of Compensation.....3
Special Issues and Requirements3
Proposal Content.....4
Proposal Selection.....5
Protest Process5
Public Record.....7
Withdrawal of Proposals.....7

Attachments:

- A. Scope of Services
- B. Uniform Services Fee Proposal Sheet
- C. Form of Agreement

OBJECTIVE

The City of Merced Public Works Department (“City”) is seeking a qualified vendor to provide uniform rental and cleaning services of work apparel, including cotton shirts, hi-visibility shirts, industrial pants, denim jeans, coveralls, and laboratory coats, as well as other miscellaneous items including floor mats, towels, floor mops, seat/ground covers, and air fresheners. Services include weekly laundering of eleven (11) sets of uniforms per employee, as well as bi-weekly service of towels and mats.

See **Attachment A – “Scope of Services”** for a detailed description of all work to be performed and **Attachment B – “Uniform Services Fee Proposal Sheet”** to be completed and returned with this proposal.

Any quantity listed within this RFP or attachments is an estimate of anticipated needs and is given *for informational purposes only*. The estimated quantity should not be construed as an obligation of uniform/service levels to be provided during the contract term; the actual quantities may vary depending on actual operating needs and staffing levels during the contract term. No unit price adjustments will be allowed as a result of an increase or a decrease in the quantities listed.

Contract term shall commence July 1, 2025 and end on June 30, 2027 with the option to renew for three (3) additional one year periods through June 30, 2030.

METHOD OF COMPENSATION

Any necessary services outside the scope of the work must be identified and approved in advance by the City of Merced Public Works Director or his designee. In addition, no change orders or contract amendments will be considered without prior authorization from the City Public Works Director or his designee.

Payments, upon invoice, will be made monthly based on actual hours worked or otherwise agreed upon fee structure. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date.

SPECIAL ISSUES AND REQUIREMENTS

Form and Execution of Contract. Attachment C is the form of the contract the successful proposer will be expected to execute. Any exceptions to the form of the contract must be clearly stated in the proposal and may be grounds for being declared non-responsive.

Labor Code. The Vendor shall comply with Sections 3700 et seq. of Labor Code of the State of California, requiring every employer to be insured against liability for worker’s compensation.

Civil Rights Laws. Vendor, its employees, and any subcontractors shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and all other applicable non-discrimination civil rights requirements.

Insurance. The Vendor shall also meet the insurance requirements in Section 9 of the contract, including liability insurance in the amount of \$1,000,000, naming the City of Merced as additional insured.

Conflict of Interest. The Vendor must be aware of and comply with conflict of interest rules included in the California Political Reform Act, and Section 1090 et. Seq. of the Government Code. The Political Reform Act requires City/Agency officers and committee members to file statements of interest and abide by a Conflict of Interest Code. Section 1090 limits or prohibits a public official from contracting with a body of which an official is a member. Section 1090 applies even where the officer only reviews the contract for the approving body.

City of Merced Business License. Vendor shall obtain and maintain a City of Merced Business license throughout the contracted period.

PROPOSAL CONTENT

The City requires the proposer to submit a concise proposal clearly addressing all of the requirements outlined in this RFP; it must contain information covering the following topics:

- a. Cover Letter. The RFP shall include a cover letter signed by the team representative authorized to sign contracts stating interest and ability to perform the work, and ability to perform to above schedule (through June 30, 2027).
- b. Experience and Services. The RFP shall list and describe previous experience and expertise with providing uniform rental and cleaning services to large agencies such as municipalities, hospitals, public safety, etc. The RFP must also include a description of the specific cleaning methods that will be used, a list of apparel colors available for rental, and a sample detailed billing invoice.
- c. Project Understanding. The RFP shall include a summary of the teams understanding of the services to be provided to the City of Merced as well as any recommendations regarding additional services.
- d. Special Requirements. The RFP shall include a statement of understanding and compliance with the special requirements listed herein.
- e. References. The RFP shall include information on three (3) references that may be contacted to discuss the reference's experience with the team; include telephone number and email address.
- f. Fee Estimates. Each proposal shall include a fee estimate for providing services and must be contained in a sealed envelope separate from the proposal. The fee estimate should clearly list any discounts, rebates, or special pricing that may be available as well as all one-time setup costs per uniform (including embroidery, preparation charges, delivery costs, etc). Proposer must submit cost proposal in the form of **Attachment B – “Uniform Services Fee Proposal Sheet.”**

PLEASE NOTE: The City does not pay for services in advance. Therefore, do not propose contract terms that call for upfront payments or deposits.

PROPOSAL SELECTION

RFP submittal will be reviewed for completeness and qualifications by City representatives. The City representative will negotiate with the top-ranked proposer(s) to determine the final award.

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City reserves the right, without qualification, to:

- Select any proposal when such action is considered to be in the best interest of the City;
- Reject any and all proposals;
- Issue subsequent Requests for Proposals;
- Postpone opening for its own convenience;
- Approve or disapprove the use of particular subcontractors;
- Accept other than the lowest offer;
- Exercise discretion and apply its judgment with respect to selection of any proposals submitted;
- Waive informalities and irregularities in the Proposals;
- Negotiate with any, all or none of the Proposers;
- Select proposals, based on initial proposals received, without discussion or after detailed discussions or contract negotiations;
- Enter into an agreement with another Proposer in the event the originally selected Proposer defaults or fails to execute an agreement with the City.

An agreement shall not be binding or valid with the City unless and until it is executed by authorized representatives of the City and of the Proposer.

PROTEST PROCESS

Potential bidders, proposers, contractors, and sub-contractors wishing to protest or appeal a procurement or contracting decision made by the Purchasing Division must follow the procedures provided by this section. Protests or appeals which are not submitted in accordance with these procedures will not be reviewed.

PROTEST SUBMISSION

- (1) Any interested party (actual or prospective bidder or proposer) may file a written protest with the Purchasing Supervisor (PS) no later than five (5) working days after the date of mailing a Notice of Intent to Award (NIA).
- (2) The written protest may be delivered in person or via certified mail to the PS at Purchasing Division, 2525 O Street, Merced, CA 95340.

- (3) The protest must be physically received by the PS by 4:00 p.m. PST, by the fifth day during the protest period.
- (4) The protest filed with the PS shall meet the following prerequisites:
 - a. The name, address, and business telephone number of the protestor.
 - b. Identify the project under protest by name, RFP/quotation/bid number, and RFP/quotation/bid date.
 - c. Contain a concise statement of the grounds for protest; however, the RFP or bid procedures (including evaluation criteria) shall not constitute grounds for protest. Concerns related to those issues must be raised and addressed prior to the bid or proposal opening date to allow adjustments before evaluation of bids or proposals.
 - d. Include all supporting documentation, if any. Documentation submitted after filing the protest will not be considered during review of the protest or during an appeal.

PROTEST REVIEW AND APPEAL

- (1) Upon receipt of a protest, the PS shall review all the submitted materials and shall create and retain a written record of the review. The PS shall respond in writing at least generally to each material issue raised in the protest not later than ten (10) working days after receipt of the protest.
- (2) If the protested procurement involves federal funds, the PS shall give notice to the interested party that he or she has the right to appeal to the appropriate federal agency which shall be identified by name and address. An appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.
- (3) The PS' decision may be appealed in writing to the City Manager (CM) or his or her designee(s), with a copy to the PS, not later than ten (10) working days after the date the PS' decision is mailed to the protesting party. A bid appeal review committee comprised of the CM or designee, and any other person(s) he or she selects shall review and decide the appeal based on the grounds and documentation set forth in the original protest to the PS. The appealing party may be represented by legal counsel, if desired. Each party shall bear its own costs and expenses involved in the protest and appeal process, including any subsequent litigation. The decision of the bid appeal review committee shall be final.
- (4) If the protested procurement involves federal funds, interested parties may have the right to appeal to the appropriate federal agency. When applicable, the PS shall give notice to the interested party that he or she has the right to such an appeal and shall identify the federal agency by name and address. When applicable, an appeal hereunder shall be filed with the appropriate agency within five (5) working days of the dispatch of rejection notices to the interested parties.

The City will not request authorization to award the contract until the protest process is completed.

PUBLIC RECORD

Responses to this RFP become the exclusive property of the City of Merced. At such time as the Public Works Department recommends a firm to the City Council, all proposals received in response to this RFP becomes a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”. The City shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as “Confidential,” “Trade Secret,” or “Proprietary” or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall be regarded as non-responsive.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City of Merced may not accept or approve that the information that a Proposer submits is a trade secret. If a request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the City shall provide the Proposer who submitted the information with reasonable notice to allow the Proposer to seek protection from disclosure by a court of competent jurisdiction.

WITHDRAWAL OF PROPOSALS

A Proposer may withdraw its proposal at any time before the expiration of the time for submission of proposals as provided in the RFP by delivering a written request for withdrawal signed by, or on behalf of, the Proposer.

All proposals shall be submitted in writing. Any exceptions to the requirements stated herein shall be clearly stated in the submittal and may be grounds for being declared non-responsive.

All correspondence or communications in reference to this RFPs shall be directed to:

Jamie Cruz
Management Analyst
City of Merced
1776 Grogan Avenue
Merced, CA 95341
(209) 385-6239
cruzj@cityofmerced.org

All cost for preparation of the submittals shall be borne by the applicant, and submittals received shall become the property of the City, whether accepted or rejected. Incomplete submittals may be rejected as non-responsive. The City reserves the right to reject any and all proposals submitted in response to the RFP.

ATTACHMENT A – SCOPE OF SERVICE

Vendor shall provide all labor, equipment, and materials to provide the following work:

- a. Rental and weekly laundering of eleven (11) sets of new uniforms per employee.
- b. Weekly service of towels and bi-weekly change-out of mats.
- c. Weekly delivery and pickup of uniforms and towels and bi-weekly change-out of mats, completed on agreed upon day of service at various City pickup sites.
- d. Uniforms, towels, mats, etc., are to be replaced due to wear at the expense of the provider.
- e. The number of uniforms and towels, as well as cleaning schedules of each item may change throughout the period of the contract based on employee changes and operational requirements. Vendor shall include these changes in weekly invoices at prices agreed upon in the services contract.
- f. Unit prices listed on “Uniform Services Fee Proposal Sheet” shall include all charges, service fees, taxes, etc., associated with the service. Vendor must describe billing structure of weekly percentage of garment inventory billed, i.e. 50%, 100% of inventory. All unit prices shall be rounded to the hundredth place (ex \$24.99 not \$24.9935)
- g. Employees have the option of self-laundering uniforms due to personal preferences (allergies, etc.). The City will not pay for cleaning services for uniforms not laundered by vendor.
- h. Preparation, embroidery, individual tailoring, and initial set up charges shall be included in the “Uniform Services Fee Proposal Sheet” as a separate line item.
- i. Vendor shall provide *weekly, bi-weekly, or monthly invoices* for services rendered, separated by division, as determined by the Public Works Director or designee.
- j. Uniforms lost by service provider shall be replaced at no cost to the City.
- k. When uniforms become faded, torn, defaced, or worn, they shall be replaced at the expense of the Vendor throughout the service contract term. The Public Works designee will inspect garments prior to replacement.
- l. All damaged uniforms will be inspected by the Public Works designee prior to Vendor submitting charges.

- m. Employees requiring uniforms shall be fitted with new uniforms and added to the service contract at agreed upon terms. Employees should be measured for safety, proper fit, as well as comfort and appearance.
- n. Additional items such as mats, towels, and mops shall be added as needed to service at the prices agreed upon in the service contract.
- o. Vendor shall maintain inventory levels at all times.
- p. Vendor shall guarantee no longer than a two (2) week turn-around for repair of normal garments.
- q. All additional charges require pre-authorization by the Public Works Director or designee.
- r. Vendor shall provide containers/receptacles placed in designated areas for weekly pickup of soiled laundry. The Public Works Department will provide a secure location for the delivery of clean uniforms.
- s. Alternative scheduling, special pickups, research and resolution of uniform inventory discrepancies, placement of routine or special orders, and accounts payable shall be coordinated with a designated representative of the Public Works Director or designee.
- t. High Visibility uniforms shall be Class 3, meet CAMUTCD 2014 or newer version for High-Visibility Safety Apparel Section 6E, as well as ANSI/ISEA 107-2015 or equivalent revisions.
- u. When High Visibility uniforms are not visible at a minimum distance of 1,000 feet by day or night, they shall be replaced at the expense of the Vendor throughout the service contract term. The Public Works designee will inspect garments prior to replacement.

ATTACHMENT B - UNIFORM SERVICES FEE PROPOSAL

Proposer Name: _____

<u>Inventory Description:</u>	<u>Unit Cost</u>	<u>Price Adjustments</u>
Cotton Shirts	\$ _____	\$ _____
Hi-Visibility Shirts	\$ _____	\$ _____
Industrial Pants	\$ _____	\$ _____
Denim Jeans	\$ _____	\$ _____
Cotton Coveralls	\$ _____	\$ _____
Laboratory Coats	\$ _____	\$ _____
Company Emblem	\$ _____	\$ _____
Company Name Tag	\$ _____	\$ _____
Preparation Charges	\$ _____	\$ _____
Inventory Maintenance	\$ _____	\$ _____
Bath Towels	\$ _____	\$ _____
Size(s): _____		
Shop Towels	\$ _____	\$ _____
Size(s): _____		
Glass Towels	\$ _____	\$ _____
Size(s): _____		
Microfiber Bar Towels	\$ _____	\$ _____
Size(s): _____		
Floor Mats	\$ _____	\$ _____
Size(s): _____		
Dust Mops	\$ _____	\$ _____
Size(s): _____		
Seat/Ground Covers	\$ _____	\$ _____
Air Fresheners	\$ _____	\$ _____
Additional Charges (identify):		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

Note 1: Please include sizes for dust mops, towels, floor mats, and seat/ground covers.

Note 2: If you offer rental of design specific women pants that is above the price you have quoted above, please include that cost as a separate line item on this sheet.

Note 3: All services you bill for must be included with this sheet. Please use the lines provided or attach an additional sheet if needed. Include maintenance garment care fee if applicable.

ESTIMATED QUANTITY

Estimated Number of Employees

Division	# Employees
6020 - Fleet	14
6015 - Streets	13
6060 - Water	35
6065 - Sewer	17
6080 - Storm	3
6070 - WWTP	23
6025 - Refuse	41
6045 - Sweeping	7
6035 - Green Waste	3
6030 - Recycling	2
6085 - Land App	2
6005 - Facilities	16
6010 - Parks	10
6050 - Trees	11
6010 - CFD Parks	2
6010 - Measure Y Parks	2
Airport	1
Parks & Rec/Zoo	4

206

Estimated Uniform Quantities

Cotton Shirts	767
Hi-Visibility Shirts	1,494
Pants or Jeans	2,239
Cotton Coveralls	89
Laboratory Coats	35

4,624

Estimated Misc. Quantities

Towels	1,642
Floor Mats	125
Dust Mops	69
Seat/Ground Covers	10
Air Fresheners	4

1,850

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Merced, a California Charter Municipal Corporation, whose address of record is 678 West 18th Street, Merced, California 95340, (hereinafter referred to as “City”) and _____, a Please Select, whose address of record is _____, (hereinafter referred to as “Contractor”).

WHEREAS, City is undertaking a project to procure uniform rental and cleaning services; and,

WHEREAS, Contractor represents that it possesses the professional skills to provide uniform rental and cleaning services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Contractor shall furnish the following services: Contractor shall provide the uniform rental and cleaning services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the Director of Public Works or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit “Please Select” attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Contractor may change the requirements in said Schedule.

3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2027. City shall have the option to renew this Agreement for three (3) additional one (1) year terms for the additional maximum period of three (3) years ending as of June 30, 2030.

4. COMPENSATION. Payment by the City to the Contractor for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "Please Select" attached hereto and incorporated herein by reference. The Contractor agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "Please Select". For Contractor's services rendered under this Agreement, City shall pay Contractor the not to exceed sum of \$.

5. METHOD OF PAYMENT. Compensation to Contractor shall be paid by the City after submission by Contractor of an invoice delineating the services performed.

6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.

7. CONTRACTOR'S BOOKS AND RECORDS. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

8. INDEPENDENT CONTRACTOR. It is expressly understood that Contractor is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Contractor shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Contractor desire any insurance protection, the Contractor is to acquire same at its expense.

In the event Contractor or any employee, agent, or subcontractor of

Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

9. INDEMNITY. Contractor shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Contractor or Contractor's officers, employees, volunteers, and agents during performance of this Agreement; Contractor shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and all claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Contractor or its employees, subcontractors, or agents, or by the quality or character of Contractor's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

10. INSURANCE. During the term of this Agreement, Contractor shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars

(\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

b. General Liability.

- (i) Contractor shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Contractor shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Contractor.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Contractor shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

c. Automobile Insurance.

- (i) Contractor shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- (ii) The City, its officers, employees, volunteers and agents are to

be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Contractor.

- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.

d. Professional Liability Insurance. Contractor shall carry professional liability insurance appropriate to Contractor's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.

e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:

- (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
- (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).

f. Certificate of Insurance. Contractor shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Contractor's insurance policies are not current.

11. PREVAILING WAGES.

A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a “public works” the Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov/>.

C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Contractor from the Department of Industrial Relations. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

D. Contractor agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a “public works” as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.

12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the City.

13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Contractor shall

comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Contractor hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

15. WAIVER. In the event that either City or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is

hereby expressly waived.

18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
D. Scott McBride
City Manager

ATTEST:

CONTRACTOR

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. _____

ADDRESS:

TELEPHONE: _____

FAX: _____

E-MAIL: