

**Meeting Date:** 5/27/2014

**Report Type:** Review

**Report ID:** 2014-00282

**Title:** (Agreement/Contract for Review and Information) Uniform Rental and Cleaning Services

**Location:** Citywide

**Recommendation:** Review report 1) authorizing the City Manager or the City Manager's designee to execute a contract with Aramark Uniform and Career Apparel, LLC, as the lowest responsible and responsive bidder, for two years with three one-year renewal options in a total amount not to exceed \$1,350,000; 2) authorizing the City Manager or the City Manager's designee to execute the contract and renewal options specified above provided that sufficient funds are available in the adopted budget of the applicable fiscal year; and 3) continue to June 5, 2014, for approval.

**Contact:** Marc Robles, Procurement Analyst, (916) 808-6343, Department of Finance

**Presenter:** None

**Department:** Finance

**Division:** Procurement Services

**Dept ID:** 06001511

**Attachments:**

1-Description/Analysis

2-Attachment 1 Bid Analysis

3-Contract

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**City Attorney Review**

Approved as to Form

Lan Wang

5/12/2014 3:07:40 PM

**Approvals/Acknowledgements**

Department Director or Designee: Leyne Milstein - 5/8/2014 12:53:07 PM

## Description/Analysis

**Issue Detail:** The City provides uniforms to approximately 600 employees. This contract provides for rental and cleaning services for those uniforms. The existing City contract (Contract No. 2009-1025) with Unifirst will expire on November 9, 2014. On February 3, 2014, Procurement Services issued Invitation for Bid (IFB) No. B14060151005. Two contractors responded to the IFB. The lowest responsive and responsible bidder was Aramark Uniform and Career Apparel, LLC (Aramark). Staff recommends awarding an initial two-year agreement to Aramark, with three one-year renewal options for an amount not to exceed \$1,350,000.

**Policy Considerations:** The recommendations in this report are in accordance with 1) Resolution No. 2013-0367, which requires additional posting time for labor agreements and agreements greater than \$1 million, 2) City Code Section 3.56 which covers purchases of supplies and services, 3) City Code Chapter 3.58 requiring the payment of a living wage for certain non-professional services contracts, and 4) Administrative Policy 4101 for the procurement of non-professional services.

**Economic Impacts:** None

### Environmental Considerations:

**California Environmental Quality Act (CEQA):** The current proposal involves the purchase of uniform rental and cleaning services for City employees. Ongoing non-professional services are not a “project” and are not subject to CEQA, in accordance with Section 15378(b)(2) of the CEQA Guidelines. Therefore, as determined by the City’s Environmental Services Planning Manager, no environmental review is necessary.

**Sustainability:** The IFB for the recommended contract included a requirement to provide the current environmentally friendly processing methods. Aramark laundering service uses less water, less energy, and fewer chemicals than are used in home laundering. Aramark also manages the discharge water in accordance with Environmental Protection Agency standards.

**Commission/Committee Action:** None

**Rationale for Recommendation:** On February 3, 2014, the Procurement Services Division issued IFB No. B14060151005 for the purchase of citywide uniform rental and cleaning services. Two responses were received (see Attachment 1). Aramark Uniform and Career Apparel, LLC was determined to be the lowest responsive and responsible bidder. The recommended contract includes contract terms that are advantageous to the City of Sacramento, such as increased contractor accountability and potential electronic funds transfer for payment of invoices. The City has entered into many labor agreements that require City-provided laundering and cleaning of uniforms. Staff has determined that the most advantageous method to meet the terms of the labor agreements is to rent the garments from a vendor, in addition to providing laundering services.

A summary of the bid results and evaluation is provided in Attachment 1.

**Financial Considerations:** Funding for uniform rental and cleaning services from Aramark in the maximum amount of \$1,350,000 for the potential five-year term is budgeted in the various operating department budgets that utilize this service. Sufficient funding is available in the FY2013/14 budget for purchases through June 30, 2014. Purchases made after June 30, 2014, are subject to funding availability in the adopted budget for the applicable fiscal year.

**Local Business Enterprise (LBE):** Aramark Uniform and Career Apparel, LLC meets the City's LBE requirements.

Vendor	Aramark	Unifirst
Uniform Rental and Cleaning	\$254,085.80	\$387,793.02
Prompt Payment Discount	None	None
Total Bid Evaluation	<b>\$254,085.80</b>	\$387,793.02

The lowest responsible bid amount of \$254,085.80 represents the total for the quantities selected for evaluation purposes only, which was calculated on historic annual expenditures. Authorization is requested to enter into an initial agreement and potential supplemental agreements in a total amount not to exceed \$1,350,000, which anticipates a cost and/or volume increase and more closely reflects the actual amount anticipated to be expended overall for the potential five-year period.



Requires Council Approval:  No  YES Meeting: 6/5/14

Real Estate  Other Party Signature Needed  Recording Requested

General Information

Type: Commodity	PO Type:	Attachment:
\$ Not to Exceed: \$1,350,000.00		Original Doc Number:
Other Party: Aramark Uniform and Career Apparel, LLC.		Certified Copies of Document::
Project Name: Uniform Rental and Cleaning Services		Deed: <input checked="" type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #: B14060151005	LBE: Yes

Department Information

Department: Finance Division: Purchasing  
 Project Mgr: Marc Robles Supervisor: Craig Lymus  
 Contract Services: Date: 5/7/14 Division Mgr: Craig Lymus  
 Phone Number: 808-6343 Org Number: 06001511 Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Initial and Forward to Next on List		
Project Mgr:	<i>[Signature]</i>	5.7.14
Accounting:	n/a	
Contract Services:		
Supervisor:		
Division Manager:		

City Attorney	Signature or Initial	Date
Initial and Date		
City Attorney (Lan Wang):		

Send Interoffice Mail  Notify for Pick Up

Authorization	Signature or Initial	Date
Choose Director		
Leyne Milstein - Dept Director:		
CONTROL #		
City Mgr: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

Contract Cover/Routing Form: Must Accompany ALL Contracts; h contract. (DPR 06-18-09)

**For City Clerk Processing**

**Finalized:**

Initial: \_\_\_\_\_

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

**Imaged:**

Initial: \_\_\_\_\_

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

**Received:**  
(City Clerk Stamp Here)

PROJECT #:

PROJECT NAME: Uniform Rental and Cleaning Services

DEPARTMENT: Finance

DIVISION: Procurement

CITY OF SACRAMENTO

**NONPROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** is made at Sacramento, California, as of May 27, 2014, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Aramark Uniform and Career Apparel, LLC  
1419 National Dr., Sacramento, CA 95834  
(916) 286-4131

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:

- |  |                                   |
|--|-----------------------------------|
| ✓ Invitation to Bid  | Workers' Compensation Certificate |
| ✓ Instructions to Bidders                                  | ✓ Contractor's Bid Proposal Form  |
| ✓ Certificate(s) of Insurance                              | ✓ Technical Specifications        |
| ✓ Drug-Free Workplace Policy and Affidavit                 |                                   |
| ✓ Declaration of Compliance (Equal Benefits Ordinance)     |                                   |
| ✓ Declaration of Compliance (Living Wage Ordinance)        |                                   |
| ✓ Local Business Enterprise (LBE) Preference/Participation |                                   |

2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.

3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

**CITY OF SACRAMENTO**  
A Municipal Corporation

By: \_\_\_\_\_

ATTEST:

Print name: \_\_\_\_\_

Title: \_\_\_\_\_

For: John F. Shirey, City Manager

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

Alcarrack Uniform & Casework Apparel LLC.  
 NAME OF FIRM

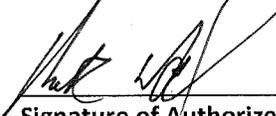
95-3082883  
 Federal I.D. No.

015-54138  
 State I.D. No.

\_\_\_\_\_  
 City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

- Individual/Sole Proprietor
- Partnership
- Corporation (may require 2 signatures)
- Limited Liability Company
- Other (please specify: \_\_\_\_\_)

  
 Signature of Authorized Person

MATTHEW NIKLAS GM  
 Print Name and Title

\_\_\_\_\_  
 Additional Signature (if required)

\_\_\_\_\_  
 Print Name and Title

**DECLARATION OF COMPLIANCE  
Living Wage Ordinance**

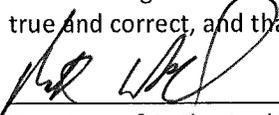
Name of Contractor: Aramark Uniform and Career Apparel, LLC

Address: 1419 National Dr., Sacramento, CA 95834

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

Date: 4/7/14

Print name: MATTHEW NIKLAS

Title: GM

**DECLARATION OF COMPLIANCE  
Equal Benefits Ordinance**

Name of Contractor: Aramark Uniform and Career Apparel, LLC

Address: 1419 National Dr., Sacramento, CA 95834

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
  - a. Bereavement Leave
  - b. Disability, life, and other types of insurance
  - c. Family medical leave
  - d. Health benefits
  - e. Membership or membership discounts
  - f. Moving expenses
  - g. Pension and retirement benefits
  - h. Vacation
  - i. Travel benefits
  - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

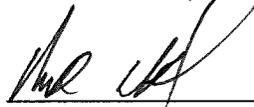
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
  - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
  - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
  - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
  - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
  - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
  - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
  - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
  - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

  
\_\_\_\_\_  
Signature of Authorized Representative

4/7/14  
\_\_\_\_\_  
Date

MATTHEW NIKLAS  
\_\_\_\_\_  
Print Name

GM  
\_\_\_\_\_  
Title

**EXHIBIT A**

**NONPROFESSIONAL SERVICES AGREEMENT**

**SCOPE OF SERVICES**

**1. Representatives.**

The CITY Representative for this Agreement is:

Marc Robles, Program Analyst  
915 I Street, 2nd Floor  
(916)808-6343  
mrobles@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Bill Howard, Regional Account Executive  
1419 National Dr., Sacramento, CA 95834  
(916) 286-4100  
bill.howard@uniform.aramark.com

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

**2. Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

**3. Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

## SECTION II – CONTRACT DOCUMENTS

**A. SPECIAL PROVISIONS****LIVING WAGE RATE**

Any person performing labor in the execution of this contract shall be paid not less than the established Living Wage rate as determined by Sacramento City Council. This rate is subject to change every February. In accordance with Section 3.58 of the Sacramento City Code, it has been determined by the City that the current living rate of wages, including fringe benefits is:

Laundry Service            \$13.17 per Hour

Contractor will be required to provide payroll records for those employees who are working on this contract to substantiate their compliance with the living wage requirement.

**INSPECTION OF FACILITIES**

The City may require an inspection tour of Contractor's facilities at the location where the work on this contract will be accomplished. The City reserves the right to inspect the Contractor's capability to perform the services required.

**SAMPLES**

Prior to award of the contract, the City may require that samples be submitted for evaluation and/or testing. The samples provided by the Contractor shall represent the exact items proposed to be supplied. The City may perform selected inspections and tests to verify that the items and/or products proposed meet the requirements of these specifications. Samples must be received within five (5) working days of the request. Failure to satisfy any of the City's requirements and/or specifications may result in the rejection of the bid.

**CONTRACT PERIOD**

Any contract(s) resulting from this bid shall be effective for a period of two (2) years with three (3) potential one year options to extend and will commence on the date of award by City Council. In no event, shall the contract term extend beyond five (5) years.

**MODIFICATION OF CONTRACT**

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of the work.

No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whatsoever shall in any manner or degree modifies or otherwise affects the terms of this contract, including the requirements of the specifications.

**QUALITY CONTROL:**

Bidders are required to have a functional electronic garment tracking system in place at the time of bid opening to keep lost garments at a minimum. Bar-coding, Radio Frequency Identification (RFID) or other industry conventional device for tracking of each item as it is picked up and delivered shall be required.

**DISMISSAL OF UNSATISFACTORY EMPLOYEES**

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

**WARRANTY/GUARANTEEE**

Contractor delivering merchandise against this specification shall guarantee that they meet the minimum requirements set forth herein. If it is found that the merchandise delivered does not meet the minimum requirements, the Contractor will be required to correct and replace with the proper merchandise at Contractor's expense.

**QUANTITIES ESTIMATED**

The quantity listed in the Pricing Schedule is an estimated requirement projected from current usage. The City does not guarantee to purchase/rent a minimum quantity.

**QUANTITIES UNRESTRICTED**

The City is not limited to purchase all of its requirements from any contract resulting from this request.

**SUBCONTRACTS AND ASSIGNMENTS**

No portion of the work or services, except for the purchase of necessary goods and materials, to be supplied hereunder (including the use of consultants) may be subcontracted in whole or in part, nor assigned by the contractor, nor may assignment of any money due or to become due the contractor under this contract be made without the prior written consent of the City's Procurement Services Division.

Where authorized by the City's Procurement Services Division, the Contractor shall select all subcontractors and suppliers on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the contract.

**COMPLIANCE WITH OSHA**

The Contractor shall be responsible for strict compliance with all requirements of the California Occupational Safety and Health Act (OSHA) that are applicable to the work to be accomplished pursuant to this contract. OSHA shall be construed to include, but not be limited to all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California. In the event the Contractor, or any of his employees, shall observe any violation of OSHA in or on the premises on which the Contractor is to perform work pursuant to this contract, the Contractor shall immediately give written notice to the City of such violation.

**DEFAULT BY CONTRACTOR**

In case of default by Contractor, the City reserves the right to procure the articles or services from other sources and to hold the Contractor responsible for any excess costs occasioned to the City thereby.

**REPORTS**

Contractors are required to provide samples of reports upon request showing details identified in Technical Specifications, Deliverables/Reports, page 15 of the bid document.

**NOTIFICATION OF MATERIAL CHANGES IN BUSINESS**

Contractor agrees that if it experiences any material changes in its business include, without limitation, reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, loss of key personnel, etc. it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition which may jeopardize the scheduled delivery or fulfillment of Contractor's contractual obligations to the City.

**COOPERATIVE PURCHASING**

If mutually agreeable to both parties, the use of any resultant contract may be extended to other governmental agencies. Other governmental agencies shall include, but not necessarily be limited to City of Sacramento Housing Authority, the County of Sacramento Housing Authority, the City of Sacramento Redevelopment Agency, and the County of Sacramento Redevelopment Agency and the Sacramento Housing Redevelopment Agency. It shall be understood that all terms and conditions as specified herein shall apply.

**PROTECTION OF EXISTING FACILITIES**

Contractor shall take every precaution to protect all public and private property during the performance of this contract. Any damages caused by Contractor's personnel or equipment will be promptly repaired to the condition existing before the damage or be replaced. All such costs for such repairs or replacement shall be the sole responsibility of the Contractor.

**TERMINATION**

Contract may be terminated by the City upon thirty (30) day advance notice in writing.

**TERMINATION FOR UNSATISFACTORY PERFORMANCE**

Whenever, in the opinion of the Procurement Services Manager, the Contractor's performance is not satisfactory, the Contractor shall be advised of the reasons. If the Contractor fails to correct the unsatisfactory conditions within five (5) days, the Procurement Services Manager may declare this contract terminated upon thirty (30) days written notice and contract with another contractor. The City shall have no obligation to give more than two (2) notices of unsatisfactory performance in any calendar year. In the event two (2) such notices of unsatisfactory performance are given in any calendar year, and in the event that Contractor(s) shall again fail to satisfactorily perform services pursuant to this Contract, City may thereupon terminate the contract immediately. In the event of termination hereunder, the Contractor and/or surety will be liable and assessed for any and all costs for the reprocurement of the contract services.

**PERFORMANCE BOND**

The successful Contractor(s) will be required to furnish a Faithful Performance Bond in the amount of **10% of the annual contract price.** In the event the contract is subsequently terminated for failure to perform, the Contractor and/or surety will be liable and assessed for any and all costs for the reprocurement of the contract.

**CONFLICTING TERMS AND CONDITIONS**

If the Contractor's Bid, Quotation or other documents contain any terms and conditions that conflict or are inconsistent with any provision of the Contract and/or Purchase Order, said terms and conditions shall be considered void unless expressly approved in writing by the City Procurement Services Office.

**CONTINUED USE OF FACILITIES**

The buildings involved in this service will continue to be occupied during the contract. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit his personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, shall be performed at no additional expense to the City.

**PAYMENT DOES NOT IMPLY ACCEPTANCE OF WORK**

The granting of any payments by the City, or the receipt thereof by the Contractor, shall in no way lessen the liability of the Contractor.

**PAYMENT TERMS**

Payment terms are net 30 days unless Contractor offers a prompt payment discount. All prompt payment discounts, if taken, shall be computed from the date of delivery or completion and acceptance of material, or from date of receipt of invoice, whichever is latest. Invoices must be submitted as specified at the time of shipping authorization.

**CITY INSTRUCTIONS**

During the course of the services, the Contractor will, and will be responsible for ensuring that its employees and agents will, whenever on the City's premises, obey all reasonable instructions and directions issued by the City.

**PRICE ADJUSTMENTS**

The bid price shall remain firm for the first two (2) years of the contract. Prices for any of the remaining contract years shall be subject to adjustment only if increases occur in the industry and unless very unusual and significant changes have occurred. The City will make this determination in its sole discretion. The Procurement Services Manager may also consider other factors if deemed appropriate. Any requested cost increase shall be fully documented and submitted to the City's Procurement Services Office at least ninety (90) days prior to the Contract anniversary date. Any approved price adjustment shall become effective upon the anniversary date of the Contract.

The City may, after examination, refuse to accept the request for price adjustment if it is not properly documented or the increase request is excessive. In the event the City does not wish to accept the adjusted price request and the matter cannot be resolved to the satisfaction of the City, the Contract may be terminated by the City upon a thirty (30) day written notice to the Contractor.

**CONTRACT MODIFICATIONS**

The City may order in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and Procurement Services Manager may agree upon as the reasonable and

- proper allowance for the increase/decrease in the cost of work.
- No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager.

**ENVIRONMENTALLY PREFERABLE PROCUREMENT**

The City has adopted a "Sustainable Procurement Policy (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SP P.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SP_P.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

**POINTS OF CONTACT**

Requests for service(s) may be made by one or several organizational levels within the City.

The contractual point-of-contact for this contract is:

Marc Robles  
Procurement Services  
915 I Street, 2<sup>nd</sup> Floor  
Sacramento, California  
95814  
916/808-6343 (Telephone)  
mrobles@cityofsacramento.org (Email)

Individual City departments will work with the Contractor and make arrangements for any changes in service and other customer service issues, as necessary. Using departments may also be responsible for payment to the Contractor.

**SECTION II – CONTRACT DOCUMENTS**

**B. TECHNICAL SPECIFICATIONS**

**SPECIFICATIONS FOR UNIFORM RENTAL SERVICES**

Scope

The list of garments to be furnished by the Contractor includes, but is not limited to: shirts, pants, coveralls, shop coats, smocks, jeans, executive jackets, dress slacks, and dress shirts. The Contractor shall be responsible for the delivery and pick-up of all items (approximately 100 stops per week). Clothing shall be delivered to individual departments at least once a week on hangers and placed on racks in convenient locations in all departments or divisions. When a pickup falls on a holiday, delivery/pickups will be made on the day after the holiday unless arranged for otherwise per each delivery point. Uniforms unsuitable for service shall be replaced as a routine matter with new ones. The City will refuse payment for uniforms, which are not neat or are otherwise unsatisfactory. Contractor shall replace, at no additional cost, any uniform item that does not fit due to shrinkage.

The inventory per employee, per week, will be the number of daily changes, plus one. Employee may have a combination of shirt or pant types, styles or colors; however the total inventory count should not be more than 11 shirts and 11 pants. T-shirts are counted toward the total of 11 shirts.

Nametags, Patches, and City Logo

The Contractor will be required to furnish all employee nametags. The employee's first name shall be embroidered onto each name tag and the name tag shall be sewn onto the uniform shirt above the left breast pocket. Further, the Contractor shall furnish and sew on standard department emblem patches at no additional cost to the City. T-shirts shall have the City of Sacramento logo silk screened on them in the upper right chest area. Specialized department emblem patches which deviate from the standard will be handled separately. Based upon quotations from various vendors, specialized department emblem patches will either be furnished by the uniform rental service contractor or by the City of Sacramento. Department patches and lettering on the back of uniforms will be handled separately. Any lettering on the back of uniforms will also be on a quotation basis. Contractor shall sew on all City supplied patches at no additional cost to the City.

Deliverables/Reports

1. Contractor will provide an Annual Usage Summary Report to the Procurement Services Office which at a minimum includes 1) total dollars expended for the year; 2) total number of employees receiving service; 3) total dollars expended for each item on contract; and 4) total dollars expended for items contracted listed by department with a sub-sort by individual.
2. Contractor will provide a Monthly Lost/Damaged Report to the Procurement Services Office each month that details 1) employees by first and last name; 2) associated department; 3) type of garment lost/damaged; 4) and cost of replacement billed to the City. Contractor will also supply the support documentation activity information for that item and the receipt from the department
3. Contractor will provide a Monthly Invoice Summary Report to the Procurement Services Office each month that lists the monthly total amount billed for each account.

Additional reports may be requested during the term of this contract such as garment history reports to include 1) when each garment was put into service with the City; 2) the dates the item was laundered; 3) the dates the item was repaired, etc.

Pressing Requirement

Uniforms shall be neatly pressed. Pant legs shall not have double creases. Shirts shall be pressed. Steam tunneling finish will be accepted; however, if the finish does not meet the City's approval, vendor will be required to return to pressing all garments, at no additional cost to the City. Approval and acceptance of finish will be at the sole discretion of the City.

Delivery/Pickup Documentation: Each delivery/pickup stop shall be accompanied by a control report listing each person's 1<sup>st</sup> and last name in alphabetic order and stating number of soiled garments picked up and number of cleaned garments delivered for each employee. A copy of the control report will be retained by both the driver and the City supervisor at each delivery point. An exception report shall also be given for items not returned in the normal weekly exchange. If Contractor fails to deliver control report documentation, the city will not be held accountable for lost/damaged garments.

Shop Rags

Contractor will supply suitable container for storage of dirty and oily shop rags. Dirty rags will be exchanged on a weekly basis and City will be billed on the actual usage.

Alterations

All alterations under this contract will be at no additional cost to the City of Sacramento.

Initial Garment Issue

Successful bidder must have all uniforms and materials ready for delivery within 30 days of award by City Council. Should the successful contractor fail to provide the uniforms in this time line, the Contractor shall reimburse the City for the additional expense and damage for each calendar day thereafter until all initial deliveries are completed. It is agreed that the amount of such additional expense and damage incurred by reason of failure to deliver as required shall be \$1250.00 per workday (Monday through Friday). Time is of the essence. Said amount is hereby agreed upon as liquidated damages for the loss.

It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages that have occurred against the Contractor. The City shall have the right to deduct such damages from any amount due, or that may become due the Contractor, or the amount of such damages shall be due and collectible direct from the Contractor or Contractor's surety.

Measurement of Individuals

The Contractor shall be responsible for individual measurement and resultant fit of the uniforms. The Procurement Services Division will establish a date and time for the measurements to be taken. The City will not accept male-cut clothing for female employees. Measurements will be taken of all employees within 15 calendar days of Contractor notification. All garments will be new and unworn.

Garment Replacement

Contractor will replace garments due to sizing and normal wear at the City's discretion. Normal wear and tear includes but is not limited to, excessive stains or soiling due to chemicals, paint, oil and grease, and other materials used by employees found on uniform garments, mats, shop towels, and any other rented items. There is no required length of time that an employee must wear his/her uniform before a replacement is made. However at the end of eighteen (18) months from the start of this contract, and every subsequent 18 months thereafter, a review of records and garments will determine the extent of employee garment replacement. Contractor will be expected to provide records for new or unreturned garments to substantiate replacement decisions; however, the Procurement Services Office will make the final determination. All garments being

replaced for any reason will be replaced with new, unworn garments of the appropriate size, at no additional cost to the City, and within fourteen (14) calendar days from Contractor notification for replacement.

Lost Garment or Deliberate Employee Damaged Garment Replacements

The City will only pay invoices for lost/deliberately damaged garments when there is a receipt signed by an authorized City employee verifying the loss or damage. The receipt shall be detailed to include, but not be limited to, garment type, date garment was issued new, first and last name of City employee, quantity, replacement price, and prior pickup/delivery activity records. General statement that loss or damage occurred will not be acceptable or paid. Lost/deliberate damaged garment invoices will be billed separately from the regular rental invoices and a copy of each Lost/Damaged invoice will be delivered to the Procurement Services Office along with the signed receipt associated to it. A Monthly Lost/Damaged Garment report will be delivered each month to the Procurement Services Office (see Reports section above for details of this report). If Contractor is unable to provide prior pickup and delivery records showing activity to support cost recovery, request for payment will be determined by Procurement Office and will be final. Garments lost by the Contractor will not be paid by the City.

Invoices for lost or damaged uniforms will only be paid when it is proven that the uniform was damaged through negligence of the City employee. The nature of a "work" uniform suggests hard use and accelerated wear of the garments. Therefore, it is the position of the City that "damage" will occur in the normal wearing of a work uniform and replacement with a new uniform is a normal consequence. All replacement garments for lost/damaged items will be delivered to the appropriate City employee within fourteen (14) calendar days of notice to Contractor of lose/damage.

Unreturned Garments/Items

Garments, rags, mats or other rental items not returned at the end of this contract, will be assessed ½ half the replacement cost as listed on the Pricing Schedule or assessed a depreciated cost as determined by the Procurement Services Office based on activity records and other appropriate consideration. This final cost assessment will also apply to garments not returned by employees leaving City service or those transferring to another City unit that has no uniform requirement.

Quality Control

- A. Each department shall have the autonomy to determine the fitness and acceptability of the uniforms and emblems supplied in meeting its departmental requirements.
- B. All uniforms shall be properly fitted to the satisfaction of City personnel. All 100% cotton uniforms shall be pre-washed or pre-shrunk for proper fitting.
- C. In the event a uniform is unacceptable, the supplier shall be notified and a written explanation shall be attached to the uniform. The supplier shall promptly exchange the unacceptable uniform with an acceptable uniform. In the event of an unsettled dispute regarding acceptability of a uniform, the decision shall be made by the Procurement Services Office and such decision shall be final and binding.

Note: The supplier shall respond to uniform problems within 24 hours.

Short Delivery: Uniforms missed in the regular delivery or replacements shall be delivered within 24 hours from the regular delivery date. If Contractor fails to return shorted items 2 business days, the City will not be charged for one (1) week of rental service for that garment.

Uniform Exchanges: Uniforms may be exchanged for reasons such as color, new type, or style. When this is the case, an evaluation of the status of the current garments will be done. A

reasonable depreciated rate will be negotiated based on remaining wear ability of current garments and time factor on the contract. If Contractor does not have adequate history on the current garments to assist in determining this depreciation rate, the City will pay no more than ½ the initial replacement price as stated on the Pricing Schedule. Exchanged garments will be new, unworn and at no additional cost to the City.

Price Adjustment: Charges shall be adjusted or deleted in an event of a prolonged illness, leave of absence or vacation on the part of a designated City employee. In this case, the supplier or the City may request to have that employee's uniforms returned.

Laundry Service Only: Unit prices provided on the Pricing Schedule (Laundry Service Only) shall include: pickup and delivery; laundry service; and minor repairs at no extra charge.

- D. The minimum acceptable level of service for this contract will be a 98% performance of each delivery to each department. Satisfactory performance will include no shortages, repairs completed, loss/damage replacements, clean and pressed uniforms, etc. The contractor may be assessed a \$10.00 penalty for each unacceptable delivery below the 98% performance level.
- E. In the event this contract is renewed, a complete inventory of lost items that have not been identified on the required monthly lost items reports are to be replaced by Contractor at no cost to the City.
- F. In the event the contractor currently supplying uniforms to the City of Sacramento should again be awarded the contract, it is understood that any garment can be replaced at the request of the department regardless of the age of that garment. This will allow the departments discretion for a complete new style.
- G. The Contractor will have adequate quality control to insure all broken buttons, broken zippers, and torn or stained uniforms are repaired or replaced before delivery to the individual.
- H. Garment Identification: Each item of clothing must be clearly, but inconspicuously, marked or labeled, to permit identification by the employees

#### Payment and Invoicing

Invoices shall be mailed or delivered weekly to each billing address (approximately 100) and must be supported with a copy of each applicable delivery ticket. Billing addresses will be provided prior to contract execution. Each delivery ticket shall at a minimum include the following: 1) First and Last Name of City Employee; 2) Type of garment or deliverable, total inventory for each employee by style/type, number of employee garments being charged, cost of each garment or deliverable charged, and extended cost for each garment by employee.

#### Additional Charges

Charges such as fuel surcharges, energy surcharges, EPA or environmental in nature charges, coat hangers, clothing racks, or soiled garment/rag bin charges will not be paid by the City unless specifically authorized by the Procurement Services Office. Such charges are to be included in individual rental or lease charges as shown on the Pricing Schedules.

Service Evaluation

Service will periodically be evaluated (annually or more often when necessary) on the basis of accurate item counts, complete deliveries, repairs made in a timely and professional manner, accuracy of billing, cleanliness of garments, resolution of problems, responsiveness of route drive and supervisors/managers. This evaluation will include a survey of the delivery stop personnel as well as accounting and procurement staff. Contractor will be notified in writing of any problems identified in this evaluation review. If the Contractor fails to correct a problem in the allotted time frame or if the Contractor has been given notice more than 3 times in a 30 day period of a problem, this may be cause for termination.

**UNIFORM REQUIREMENTS**

**WORK SHIRT SPECIFICATIONS**

- Style: Sports type with convertible collar, short and long sleeves both with long tuck-in tail.
- Materials: Poplin – 4.2 to 5.0 ozs. Per sq. yd., 65% polyester, 35% cotton, 100% cotton, and premium grade. Vat dyed, sun, fade and acid resistant, permanent press finish.
- Color: As selected from manufacturer's standard colors with a minimum selection of blues, tans, greens and browns, international orange and to include ANSI Class II 107-1999 background colors.
- Stitching: 100% spun polyester or cotton-coated polyester, matching colors. 8 to 12 stitches per inch. Bartacked at points of strain.
- Buttons: Each button to have 4 holes, fade-proof bone or plastic, 20 to 24 ligne, color coordinated. Collar and cuff snaps are acceptable. However, the City of Sacramento reserves the right to require buttons in lieu of snaps on an individual requirement basis. Vendor shall provide buttons in those instances at no additional cost to the City.
- Collar Lining: Wash and shrink-proof, compatible with basic fabric.
- Body: Plain front with 6 buttons and 6 vertical buttonholes. Plain facing folded straight and flat. Long tuck-in tail.
- Yoke: Double ply of shirt fabric, all edges turned under and stitched down.
- Collar: Convertible type, medium spread of double ply of shirt fabric lined with a compatible facing. Medium spread, 3" long points with permanently sewn in Mylar stays. Collar topstitched not stitches per inch. Pressed height of rear of collar shall be 1-1/2".
- Sleeves: The short sleeved shirt shall have a minimum 1/2" outside hemmed cuff. The long sleeved shirt sleeve is to be tapered with pleat and slit opening down by one-piece placket. A 2" wide cuff, lined with buckram, is double needle stitched to sleeve and aligned with placketed sleeve opening. Cuff is to be closed with button and buttonhole.
- Pockets: Two (2) patch spade style or die cut round, breast pockets of shirt fabric, with or without flaps, each with button and vertical buttonhole. Top of pocket turned under, stitched, bartacked at each end. Left pocket to have stitched pencil slot of 1-1/4" with bartack on top. If pockets have flaps, a compatible opening must be provided for the pencil slot.
- Sizes: Men's and women's sizes as required. Hemming shall be done by blind stitching

**WORK PANT SPECIFICATIONS**

- Style: All trousers are slack type, plain front, set-in waistband, no cuff.
- Materials: 65% polyester and 35% cotton, fabric 100% cotton, premium grade, dyed, sun, fade and acid resistant. Permanent press finish, 7 to 8 oz. Per sq. yd.
- Color: As selected from manufacturer's standard colors with a minimum selection of blues, tans, greens and browns.
- Pocketing and Banding: 50% polyester 50% cotton heavy-duty twill, permanent press finish.
- Stitching: 100% spun polyester or cotton-coated polyester thread in matching colors. 8 to 12 stitches per inch. Bartacked at points of strain.
- Buttons: Each button to have 4 holes, fade-proof bone or plastic, 24 ligne, matching colors.
- Zipper: Non-corrosive heavy-duty brass zipper for the fly.
- Pockets: 2, on seam or ¼ top front pockets, 2 rear reece type set-in pockets, left with button closure.
- Waistband: Set-in type separate waistband, curtain type, cut in two pieces, reinforced with compatible lining.
- Belt Loops: 7 belt loops, minimum 5/8" wide x 2 ½" long, dual stitched, sewn into waistband.
- Waist Closure: Non-corrosive semi-rigid metal, hook and bar type or button type.
- Fly: 2 piece, lined and triple stitched, bartacked at points of strain.
- Leg: Standard width straight leg, plain bottom, finished inseam, minimum 1 ½" underhem. All exposed fabric edges shall be stitched or treated to prevent raveling and shall be pressed back flat so as not to chafe the wearer.
- Sizes: Men's and women's sizes as required. Hemming shall be done by blind stitching.

**WORK JEAN SPECIFICATIONS**

- Style: Western.
- Fabric: Fabric shall be 65% polyester and 35% cotton, fabric vat dyed, sun, fade and acid resistant. Permanent press finish, 7 to 8 oz. Per sq. yd.
- Color: Dark Blue.
- Zipper: A non-corrosive, heavy-duty brass zipper will be used.

- Pockets: There shall be two hip pockets and two front pockets. Front pockets shall be cut western style.
- Stitching: Stitching with heavy-duty thread at all points of strain.
- Belt Loops: There shall be seven 2-1/2" x 5/8" dual stitched belt loops bartacked to the waistband.
- Sizes: Men's and women's sizes as required. Hemming shall be done by blind stitching.

**DENIM JEANS SPECIFICATIONS**

- Fabric: Made of 100% cotton, 13 or 14 oz. Denim, preshrunk.
- Closure: Metal button, brass, ratcheting zipper.
- Pockets: 5 jean style pockets.
- Style: Straight leg.
- Seams: Felled.

**SHOP AND LABORATORY COAT SPECIFICATIONS**

- Style: One piece, outerwear, 3/4 length coat with long sleeves and button cuffs.
- Materials: 65% polyester, 35% twill weave, 7 to 8 oz. Per sq. yd., permanent press finish, vat dyed, sun and acid resistant.
- Stitching: Polyester thread, double stitched, bartacked at all points of strain. 8 to 12 stitches per inch.
- Closure: Fly front button closure. Each button to have 4 holes, melamine unbreakable, color coordinated. 5 buttons and buttonholes.

**COVERALL SPECIFICATIONS**

- Style: Long sleeved, one-piece coveralls, bi-swing back, zipper front, cuffless.
- Materials: 65% polyester and 35% cotton or 100% cotton, plain twill, 7-1/2 to 8 oz. Per sq. yd. Pockets and waist interband made from polyester/cellulosic blend drill.
- Zipper: Heavy duty full length 2-way brass zipper with gripper at neck, fly front.
- Side Openings: Side openings overlapped with separate facing to prevent gapping.
- Pockets: Two breast pockets, two slash style front pockets and two rear hip pockets.
- Stitching: All stitching with polyester thread, double stitched seams and bartacked for reinforcement at all points of strain.

- Color: As selected from manufacturer's standard colors. Minimum blues, tans, greens and browns, and international orange.
- Sizes: Men's and women's sizes as required. Hemming shall be done by blind stitching.

**DRESS SHIRT/BLOUSE SPECIFICATIONS**

- Style: Dress shirt/blouse, short and/or long sleeves, fashion styled with long collars and placket front.
- Materials: Broadcloth, permanent press, 65% polyester, 35% cotton. Approximately 3 to 4 oz. per sq. yd.
- Closure: 6 button front, including neck, reinforced plastic or bone buttons.
- Collar: Top stitched collar with permanent collar stays.
- Body: Plain front, slightly tapered body for trim fit.
- Stitching: All seams to be stitched with polyester thread in matching color to the fabric. Bartacked at all points of strain.
- Sleeves: The short sleeved shirt shall have a 1" outside hemmed cuff. The long sleeved shirt sleeve is to be tapered with pleat and slit opening, 2" wide cuff with button and buttonhole closure.
- Pockets: One or two breast pockets, patch style without flap or button closure.
- Color: As selected from manufacturer's standard colors.
- Sizes: Men's and women's sizes as required. Hemming shall be done by blind stitching.

**DRESS SLACKS SPECIFICATIONS – MEN'S**

- Fabric: 7 oz. woven hopsack w/stretch performance.
- Blend: 100% texturized polyester.
- Finish: Soil release.
- Closure: Brass zipper, hook and eye.
- Waistband: Drop curtain band with band roll.
- Pockets: Two quarter top pockets, two set-in single welted hip pockets.
- Silhouette: Straight leg.
- Other: 100% polyester pocketing and waistband trim; seven belt loops.
- Sizes: Waist 28 – 50. Hemming shall be done by blind stitching.

**DRESS SLACKS SPECIFICATIONS – WOMEN’S**

Fabric: 7 oz. woven hopsack w/stretch performance.  
Blend: 100% texturized polyester.  
Finish: Soil release.  
Closure: Brass zipper, hook and eye.  
Waistband: Drop curtain with band roll.  
Pockets: Two quarter top pockets, two set-in single welted hip pockets.  
Silhouette: Straight leg.  
Other: 100% polyester pocketing and waistband trim; five belt loops; front pleats.  
Sizes: 6 – 20. Hemming shall be done by blind stitching.

**T-SHIRT SPECIFICATIONS**

Material: 100% cotton, 5.4 oz.  
Color: As selected from manufacturer’s standard colors. Minimum: blues, tans, greens, browns and international orange  
Pocket: Left Breast Pocket  
Sizes: Small, Medium, Large, XLarge, XXLarge, XXXLarge, XXXXLarge

**FOUL WEATHER JACKETS**

Material: Nylon shell combined with a poly-filled body with heavyweight fleece lining. Sleeves are lined with nylon.  
Color: As selected from manufacturer’s standard colors.  
Pocket: Two lower slash pockets outside and one or two inside zippered pockets  
Sizes: Small, Medium, Large, Xlarge, XXLarge, XXXLarge, XXXXLarge

**Port Authority™ Challenger Jacket or equal**

**EXHIBIT B**

**NONPROFESSIONAL SERVICES AGREEMENT**

**FEE SCHEDULE/MANNER OF PAYMENT**

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 1,350,000.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
  - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
  - B. All invoices submitted by CONTRACTOR shall contain the following information:
    - (1) Job Name
    - (2) Description of services billed under this invoice, and overall status of project
    - (3) Date of Invoice Issuance
    - (4) Sequential Invoice Number
    - (5) CITY's Purchase Order Number
    - (6) Total Contract Amount
    - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
    - (8) Total Billed to Date
    - (9) Total Remaining on Contract
    - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
  - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

Departmental City Representative(s)  
Multiple locations

*Attn:* Accounts Payable

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

**SECTION III – BIDDER RESPONSE DOCUMENTS**

**D. PRICING SCHEDULE**

For furnishing to the City of Sacramento uniform rental and cleaning services, as required, in accordance with the provisions and specifications contained herein.

**Note:** The proposed prices shall be firm for the first two (2) years of the contract. Unit prices shall include: pickup and delivery; emblems; uniform rental; laundry services; button maintenance/replacements; minor repairs; and all other associated services or fees at no extra charge to the City. No additional fees of any kind will be allowed on the invoicing unless the Purchasing Division has authorized it writing prior to invoice addition.

**Note:** In order for the bid to be considered responsive, every line item for Price Schedule below, to include Categories A, B and C, must be priced. INCOMPLETE BIDS WILL BE CONSIDERED NON-RESPONSIVE AND WILL BE REJECTED.

Quantities stated in this pricing schedule are estimates only of the City requirements. Vendor agrees to furnish more or less than the estimates at the unit prices quoted in accordance with availability of funds and actual needs as they occur throughout the contract period.

The prices quoted below **should** be based on five (5) changes plus one (1) per week, per employee. This will give each employee a total of eleven (11) uniforms as applicable. Employees will turn in five (5) uniforms for cleaning each week while retaining six (6) in their possession. The City of Sacramento requires rental and cleaning service for approximately 900 employees. There are approximately 80 delivery points (all within the City limits); however, about half of the stops have multiple facilities at one stop.

**Category A - Uniform Rental and Laundry Services**

Item No.	(1) Estimated Employees	Description	(2) Weekly Price Per Employee	(3) Total Weekly Price (Column 1 x Column 2)	Total Annual Price (52 weeks) (Column 3 x 52 weeks)
(Based on 5 garments per week)					
1.	500	Industrial Work Shirts 65/35 Poly/Cotton	\$ 1.10	\$ 550.00	\$ 28,600.00
2.	30	Industrial Work Shirts 100% Cotton	\$ 1.54	\$ 46.20	\$ 2,402.40
3.	15	Executive Dress Slacks 65/35 Poly/Cotton	\$ 1.65	\$ 49.50 <i>24.75</i>	\$ 2,574.00 <i>1,237</i>
4.	10	Executive Oxford Cotton Blend Shirt	\$ 1.65	\$ 16.50	\$ 858.00
5.	25	Oxford Pinpoint 100% Cotton Shirt	\$ 1.65	\$ 41.25	\$ 2,145.00
6.	345	Industrial Work Pants 65/35 Poly/Cotton	\$ 1.43	\$ 493.35	\$ 25,654.20
7.	40	Industrial Work Pants 100% Cotton	\$ 1.54	\$ 61.60	\$ 3,203.20
8.	20	Work Jeans (Western Style) 65/35 Poly/Cotton	\$ 1.43	\$ 28.60	\$ 1,487.20
9.	500	Denim Jeans 100% Cotton	\$ 1.76	\$ 880.00	\$ 45,760.00
10.	30	Shop Coats/Lab Coats/Smocks	\$ 1.32	\$ 39.60	\$ 2,059.20
11.	100	Coveralls 65/35 Poly/Cotton	\$ 2.75	\$ 275.00	\$ 14,300.00
12.	10	Coveralls 100% Cotton	\$ 3.08	\$ 30.80	\$ 1,601.60
13.	500	T-Shirts 100% Cotton (with Silk Screened City Logo)	\$ 1.10	\$ 550.00	\$ 28,600.00
14.	30	Work Shorts 65/35 Poly/Cotton	\$ 1.43	\$ 42.90	\$ 2,230.80
15.	15	Flying Cross Guard Shirts or equal	\$ 4.00	\$ 60.00	\$ 3,120.00
16.	100	Polo Mesh 50/50 Poly/Cotton	\$ 1.54	\$ 154.00	\$ 8,008.00
17.	50	Polo Mesh 60/40 Blend	\$ 1.54	\$ 77.00	\$ 4,004.00
18.	20	Polo Mesh 100% Cotton	\$ 1.54	\$ 30.80	\$ 1,601.60
19.	10	Polo Jacquard Pattern 100% Poly	\$ 1.54	\$ 15.40	\$ 800.80
20.	10	Polo Knit 100% Poly	\$ 1.54	\$ 15.40	\$ 800.80
<b>Subtotal Items 1 through 20</b>				<b>\$ 179,810.80</b>	

*179,523.80*

**Category B - Rental and Maintenance of Miscellaneous Towels, Rugs, and Mops**

Item No.	(1) Estimated Quantity	Description	(2)	Total
			Weekly (Unit) Price (Column 1 x Unit Price)	Annual Price (Column 2 x 52weeks)
21.	2100	#1 Shop Dyed Towels 18 x 18 100% Cotton	\$ 63.00	\$ 3,276.00 ✓
22.	500	Towel – Bath Industrial	\$ 80.00	\$ 4,160.00 ✓
23.	100	Bath #2 Towels	\$ 14.00	\$ 728.00 ✓
24.	40	Bath Towels Standard	\$ 7.20	\$ 374.40 ✓
25.	100	Windshield Towels	\$ 7.00	\$ 364.00 ✓
26.	500	Towel – Bar - Mop	\$ 35.00	\$ 1,820.00 ✓
27.	200	Entrance Rugs – 3’ x 4’	\$ 192.00	\$ 9,984.00 ✓
28.	100	Entrance Rugs – 4’ x 6’	\$ 130.00	\$ 6,760.00 ✓
29.	75	Mat, Runner - 3’ x 10’	\$ 131.25	\$ 6,825.00 ✓
30.	2	18” Dust Control Mops	\$ .60	\$ 31.20 ✓ <i>3,120</i>
31.	28	24” Dust Control Mops	\$ 9.80	\$ 509.60 ✓
32.	45	30” Dust Control Mops	\$ 13.50	\$ 702.00 ✓
33.	45	42” Dust Control Mops	\$ 20.25	\$ 1,053.00 ✓
34.	5	60” Dust Control Mops	\$ 3.00	\$ 156.00 ✓
35.	25	Rubber Scraper Mats, 3’ x 5’	\$ 22.50	\$ 1,170.00 ✓
36.	50	Rubber, All Purpose Mats, 3’ x 5’	\$ 45.00	\$ 2,340.00 ✓
37.	118	F-Matic Air Fresheners	\$ 118.00	\$ 6,136.00 ✓
38.	50	24 oz. Wet Mops	\$ 37.50	\$ 1,950.00 ✓
39.	100	Blue Industrial Terry Towels	\$ 10.00	\$ 520.00 ✓
40.	5	Fender Covers	\$ 1.50	\$ 78.00 ✓

Subtotal Items 21 through 40

*52,026.00*  
\$ 48,937.20

**Category C - Replacement Charges for Lost or Prematurely Worn Garments**

Item No.	Estimated Quantity	Description	Unit Price (Per Item)	Extended Price (Qty x Unit)
41.	300	Industrial Work Shirts 65/35 Poly/Cotton	\$ 6.00	\$ 1,800.00 ✓
42.	30	Industrial Work Shirts 100% Cotton	\$ 6.00	\$ 180.00 ✓
43.	5	Oxford Pinpoint 100% Cotton Shirt	\$ 8.00	\$ 40.00 ✓
44.	10	Executive Oxford Cotton Blend Shirt	\$ 8.00	\$ 80.00 ✓
45.	500	Industrial Work Pants 65/35 Poly/Cotton	\$ 7.00	\$ 3,500.00 ✓
46.	50	Industrial Work Pants 100% Cotton	\$ 8.00	\$ 400.00 ✓
47.	50	Work Jeans (Western Style) 65/35 Poly/Cotton	\$ 7.00	\$ 350.00 ✓
48.	900	Denim Jeans 100% Cotton	\$ 10.00	\$ 9,000.00 ✓
49.	40	Shop Coats/Lab Coats/Smocks	\$ 10.00	\$ 400.00 ✓
50.	250	Coveralls 65/35 Poly/Cotton	\$ 11.00	\$ 2,750.00 ✓
51.	10	Coveralls 100% Cotton	\$ 13.00	\$ 130.00 ✓

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit Price</u> (Per Item)	<u>Extended Price</u> (Qty x Unit)
52.	5	Executive Dress Slacks 65/35 Poly/Cotton	\$ 10.00	\$ 50.00 ✓
53.	650	T-Shirts 100% Cotton with Silk Screened City Logo	\$ 4.00	\$ 2,600.00 ✓
54.	5	Work Shorts 65/35 Poly/Cotton	\$ 6.00	\$ 30.00 ✓
55.	5	Flying Cross Guard Shirts or equal	\$ 10.00	\$ 50.00 ✓
56.	15	Polo Mesh 50/50 Poly/Cotton	\$ 7.00	\$ 105.00 ✓
57.	15	Polo Mesh 60/40 Blend	\$ 7.00	\$ 105.00 ✓
58.	15	Polo Mesh 100% Cotton	\$ 7.00	\$ 105.00 ✓
59.	10	Polo Jacquard Pattern 100% Poly	\$ 7.00	\$ 70.00 ✓
60.	10	Polo Knit 100% Polyester	\$ 7.00	\$ 70.00 ✓
61.	500	#1 Shop Dyed Towels 18 x 18 100% Cotton	\$.20	\$ 100.00 ✓
62.	75	Towel – Bath Industrial	\$ 1.00	\$ 75.00 ✓
63.	25	Bath #2 Towels	\$.80	\$ 20.00 ✓
64.	10	Bath Towels Standard	\$ 1.00	\$ 10.00 ✓
65.	5	Windshield Towels	\$.50	\$ 2.50 ✓
66.	10	Towel – Bar - Mop	\$.50	\$ 5.00 ✓
67.	25	Entrance Rugs – 3' x 4'	\$ 20.00	\$ 500.00 ✓
68.	25	Entrance Rugs – 4' x 6'	\$ 25.00	\$ 325.00 ✓
69.	10	Mat, Runner - 3' x 10'	\$ 30.00	\$ 300.00 ✓
70.	1	18" Dust Control Mops	\$ 3.00	\$ 3.00 ✓
71.	1	24" Dust Control Mops	\$ 3.00	\$ 3.00 ✓
72.	1	30" Dust Control Mops	\$ 3.00	\$ 3.00 ✓
73.	1	42" Dust Control Mops	\$ 3.00	\$ 3.00 ✓
74.	1	60" Dust Control Mops	\$ 3.00	\$ 3.00 ✓
75.	1	Rubber Scraper Mats, 3' x 5'	\$ 25.00	\$ 25.00 ✓
76.	1	Rubber, All Purpose Mats, 3' x 5'	\$ 25.00	\$ 25.00 ✓
77.	25	F-Matic Air Fresheners	\$ 0.00	\$ 0.00
78.	1	24 oz. Wet Mops	\$ 3.00	\$ 3.00 ✓
79.	25	Blue Industrial Terry Towels	\$.50	\$ 12.50 ✓
80.	1	Fender Covers	\$ 3.00	\$ 3.00 ✓

Subtotal Items 41 through 80 \$ 23,236.00 *23,536.00*

TOTAL BID (Items 1 through 80) \$ 251,984.00 *254,085.80*

**ADDITIONAL SERVICES**

**Laundry Services Only!**

In the event the City of Sacramento should require cleaning services of City-owned clothing during the period of this contract, provide unit prices in the spaces below. If, for any item on this bid, Contractor has minimum order quantities, or any other special offers for that particular item, state them to the right of the item or refer to an attachment that gives the information.

<b>Item No.</b>	<b>Description</b>	<b>Weekly Price</b> (Based on 5 Garments per Week) (Except Jackets)	<b>Minimum Quantity</b> (if Applicable)
1.	Work Shirts	\$.45	0
2.	Executive Dress Shirts	\$.45	0
3.	Work Pants	\$.45	0
4.	Executive Dress Slacks	\$.45	0
5.	Jeans (Denim and Western)	\$.45	0
6.	Coveralls	\$.75	0
7.	T-Shirts	\$.25	0
8.	Shop Coats/Laboratory Coats/Smock	\$.45	0
9.	Polo Shirts	\$.45	0
10.	Foul Weather Jackets	\$ 1.00	0
11.	Light Weight Work Jackets	\$.75	0

**Miscellaneous Garment Purchases**

Purchase cost (versus Rental and Laundry Service). Purchases will be **as required** throughout the contract.

<b>Quantity</b>	<b>Description</b>	<b>Unit Price</b>
450 each	Port Authority Challenger Jacket or equal	\$ 35.99
	Wearguard # FRF-401	
	Manufacturer/Model Number	

**PERCENTAGE DISCOUNTS**

Bids are requested in the form of a percentage discount allowed the City from your garment Manufacturer's Published Price List for purchase of miscellaneous items.

State Percentage Discount allowed the City 20 %

Price List No. Fall 2013 Winter 2014 Dated 2-10-14

Applicable Price Column: See attached catalog (Enclose copy)

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one]  Not furnish any facilities or equipment for this Agreement; or  
 furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

**EXHIBIT D**  
**NONPROFESSIONAL SERVICES AGREEMENT**

**GENERAL PROVISIONS**

**1. Independent Contractor.**

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

**7. CONTRACTOR Information.**

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

**8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

**9. Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
  - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
  - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services render by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

**10. Indemnity.**

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

- A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." \_\_\_\_\_ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

\_\_\_\_\_ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." \_\_\_\_\_ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

- 12. Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
  - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
  - A. **Use Tax Direct Payment Permit:** For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
  - B. **Sellers Permit:** For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

## EXHIBIT E

### LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

#### The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

#### Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

##### Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

##### Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

### Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.<sup>a</sup>

### Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

### Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

## **Payment of Living Wage to Covered Employees**

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.<sup>b</sup>

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<sup>a</sup> The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

<sup>b</sup> A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.
  
- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
  - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
  - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

#### **Notification to Covered Employees**

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

**This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at <http://portal.cityofsacramento.org>**

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

#### **Subcontractor Compliance**

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

## **Other Provisions of the LWO**

### Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

### No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

### No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

### No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

## **Violations and Monitoring**

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

## **Declaration of Compliance**

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

**Additional Information**

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at <http://portal.cityofsacramento.org>.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

## EXHIBIT F

### REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

#### INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

#### APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

#### DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

"Contractor" means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. "Contractor" does not include a public entity.

"Domestic Partner" means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

"Employee Benefits" means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. "Employee benefits" shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

#### **CONTRACTOR'S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION**

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee's name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

#### **EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS**

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment "A."

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment "B."

## Attachment A



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On May 27, 2014 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Uniform Rental and Cleaning (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

**You May . . .**

- Submit a written complaint to the City of Sacramento, Procurement Services containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
  - Reinstatement, injunctive relief, compensatory damages and punitive damages
  - Reasonable attorney's fees and costs

## Attachment B



### YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

#### You May . . .

- Submit a written complaint to the City of Sacramento, Procurement Services, containing the details of the alleged violation. The address is:

City of Sacramento  
Procurement Services Division  
915 I Street, Second Floor  
Sacramento, CA 95814

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

#### Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

#### You May Also . . .

Submit a written complaint to the City of Sacramento, Procurement Services, at the same address, containing the details of the alleged violation.