



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Extension of Agreement with Unifirst Corporation for Rental and Cleaning of Uniforms for Certain Field and Warehouse Employees (\$21,000)

MEETING DATE: June 18, 2008

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the extension of the agreement for the rental and cleaning of uniforms for certain maintenance and warehouse employees to Unifirst Corporation.

BACKGROUND INFORMATION: As per Council Resolution 2004-117, the contract with Prudential Overall Service was cancelled and awarded to Unifirst Corporation for the furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks Divisions on May 14, 2004. This contract, which was set to expire on December 31, 2006, was renewed for eighteen months by Council on November 1, 2006, per Resolution 2006-193. The current contract will expire on June 30, 2008.

Unifirst has provided excellent service and has proven responsive to the needs of the divisions. Staff feels that the extension of this contract is in the best interest of the City due to their proven service which minimizes staff time to monitor the contract and services for compliance.

The contract with Unifirst Corporation would extend to June 30, 2009, with one remaining option to renew. The contract is on a price per unit basis, and the extension would allow for an increase of those prices based on the Consumer Price Index, not to exceed 5%.

FISCAL IMPACT: The annual contract amount is anticipated to be approximately \$21,000.

FUNDING AVAILABLE: Funding for the service is budgeted in the individual operating accounts for Facilities Services, Fleet Services, Parks, Purchasing, Streets and Drainage, Water, and Wastewater divisions.

Kirk Evans, Budget Manager

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida, Management Analyst
FWS/RA/pmf

cc: George M. Bradley, Streets and Drainage Manager
Curt Juran, Assistant Streets and Drainage Manager
Frank Beeler, Water/Wastewater Superintendent
Del Kerlin, Wastewater Treatment Superintendent

Randy Lipelt, Buyer
Dennis Callahan, Fleet & Facilities Manager
Steve Dutra, Parks Superintendent

APPROVED: _____
Blair King, City Manager

CONTRACT EXTENSION AGREEMENT
FOR UNIFORM RENTAL SERVICES

THIS CONTRACT EXTENSION AGREEMENT, made and entered into this ____ day of _____, 2008, by and between the CITY OF LODI, a municipal corporation, hereinafter called "Renter", and UNIFIRST, hereinafter called "Contractor."

WITNESSETH:

1. CONTRACT: Contractor and Renter, entered into a contract for uniform rental services, on December 6, 2006 providing that the contract could be extended by mutual agreement.
2. PRICES: The prices set forth in the Contract Agreement attached hereto as Exhibit A will remain in effect until August 31, 2008. On September 1, 2008, prices may be increased in a percentage amount equal to the Consumer Price Index, not to exceed 5%.
3. TERM AND TERMS: The term of this Contract Extension Agreement shall be for a period of twelve (12) months, commencing July 1, 2008 and terminating June 30, 2009. The Contract may be extended by mutual agreement, for an additional term as specified. All other terms will remain as set forth in the Contract Agreement attached hereto as Exhibit A.

IN WITNESS WHEREOF, Renter and Contractor have executed this Contract Extension Agreement on the date and year first above written.

CITY OF LODI, a municipal corporation
hereinabove called "Renter"

UNIFIRST, hereinabove called "Contractor"

BLAIR KING, City Manager

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER, City Attorney



UNIFORM RENTAL SERVICES
2007-2008SECTION 4
CONTRACT

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and "Unifirst", herein referred to as the "Contractor."

WITNESSETH:

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids
Information to Bidders
General Provisions
Special Provisions
Bid Proposal
Contract

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to execute and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed services as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5.600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - Deleted

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Contract Documents and the requirements of the City Representative under them, to-wit:

Furnish, launder, and deliver to the City of Lodi, garments and related items as follows:

COST PER WEEKLY CHANGE

1. Shirts 5 uniforms/week
- Inventory shall consist of 11 shirts per employee. Weekly change consists of collection of 5 shirts per employee and delivery of 5 clean shirts per employee**
- Dacron-Polyester/Cotton Blend Polo Shirts \$ 1.46
Describe blended materials:
Dacron: 65 % Cotton: 35 %
 - 100% Cotton Polo Shirts \$ 2.34
 - Dacron-Polyester/Cotton Blend Shirts \$ 1.46
Describe blended materials:
Dacron: 65 % Cotton: 35 %
 - 100% Cotton Shirts \$ 2.34
- Difference in price for long-sleeved shirts, if any \$.31
- Number of buttons on front closing of shirt 6

2. Pants

Inventory shall consist of 11 pants per employee. Weekly change consists of collection of 5 pants per employee and delivery of 5 clean pants per employee.

- Dacron-Polyester/Cotton Blend Pants \$ 2.33

Describe blended materials:

Dacron: 65 % Cotton: 35 %

- 100% Cotton Pants \$ 2.81
- Denim Pants \$ 2.66

3. Rags

Weekly change consists of collection of 300 rags and delivery of 300 clean rags.

\$ 15.00

4. Towels

Weekly change consists of collection of 25 towels and delivery of 25 towels.

\$ 1.50

5. Floor Mats

Weekly change consists of collection of and delivery of 10 minimum floor mats.

(Mats \$3.00 each)

\$ 30.00

Sales Tax applicable to rental: Yes _____ No _____

Measurements taken: _____ weeks after ratification of agreement

First delivery: _____ weeks after measurements have been taken

Terms: _____

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII – Deleted

ARTICLE VIII - The Contractor agrees to measure and deliver garments within 15 calendar days pursuant to this contract after the Mayor has executed the contract and to diligently prosecute to completion to the end of the contract term, June 30, 2008.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6-04.03 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

Unifirst
By: [Signature]
General Manager
Title

CITY OF LODI

By: [Signature]
Blair King
City Manager
Date: 12/5/06
Attest: [Signature]
Randi Johl
City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]
D. Stefan Schwabauer
City Attorney

6-01 DESCRIPTION OF WORK

The work consists of furnishing, laundering, and delivering to the City of Lodi, garments and related items. These items include, but are not limited to shirts, pants, floor mats, seat covers, and towels.

6-02 MEASUREMENTS AND FITTING

The supplier will measure and fit approximately sixty people for uniforms, including shirts and pants. Approximately 17 Parks Department employees will only be measured and fitted for shirts. Five employees will have polo shirts.

Prior to taking measurements, samples of the products to be supplied will be on site. That would include samples of the styles, colors, and materials which employees will wear. The City will notify supplier of the choices available to the employees.

6-03 DELIVERIES

Weekly deliveries shall be made to the Municipal Service Center at 1331 South Ham Lane, Building Maintenance Office at 221 West Pine Street, Parks and Recreation Department at 125 North Stockton Street, and White Slough Water Pollution Control Facility at 12751 North Thornton Road.

6-04 MEASUREMENT AND DELIVERY TIME

Measurement and delivery time will be part of the bid evaluation, and such times shall be clearly indicated on the proposal.

6-05 DIRTY CLOTHES RECEPTACLE

A receptacle large enough to hold a full week of dirty clothes shall be provided at each delivery/pickup site except at the Public Works Municipal Service Center site. A City supplied receptacle exists at this site. This will be included as part of the uniform cost and no additional charge will be allowed.

6-06 PRICES

All quoted prices shall be current and firm for at least thirty days after date of bid opening. Prices to be F.O.B. delivered, Lodi, California.

6-07 SALES AND USE TAXES

All quotations submitted shall include 7.75% California/local sales or use taxes where applicable.

6-08 INVOICES

- A. Invoices shall be issued every four weeks, and shall indicate changes and costs by week for the previous four weeks. Invoices shall also indicate as separate items any incidental charges, as well as any sales or use taxes, which may apply. All invoices shall be in duplicate.
- B. Payment by the purchaser shall not release supplier of the responsibility to fully carry out the bid obligations nor be construed by supplier as acceptance of the work hereunder by purchaser.

6-09 GUARANTEES

In addition to any or all guarantees mentioned elsewhere herein, the supplier shall repair and/or replace, at no expense to the City of Lodi, any uniforms or related items that may develop defects due to faulty material, workmanship, normal wear or design, during the period of the agreement.

6-10 REFERENCES

The bidder shall provide, additionally and conjunctively, a list of references naming at least three current and local customers with whom the bidder has had a business relationship for at least one year. The list shall include names of contacts and telephone numbers at which those contacts can be reached.

6-11 PURCHASES

This transaction will be covered by a City of Lodi purchase order, and all terms included in the Notice to Bidders, Information to Bidders, Proposal and Specifications shall be binding.

6-12 PERIOD OF CONTRACT

The contract will be for a period of 18 months beginning at the time of the first delivery of uniforms to the Municipal Service Center.

6-13 OPTION TO RENEW

By mutual agreement, the supplier and City may enter into an agreement for a one-year extension of this contract based upon the same terms and conditions set forth herein.

6-14 CANCELLATION OF CONTRACT

The City of Lodi reserves the right to cancel the agreement with 30-day written notice if standards of quality or service fall below acceptable levels and supplier fails to correct noted deficiencies within a reasonable length of time.

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE EXTENSION OF THE CONTRACT FOR RENTAL AND
CLEANING OF UNIFORMS FOR CERTAIN FIELD AND
WAREHOUSE EMPLOYEES

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WHEREAS, pursuant to Council Resolution No. 2004-117, the contract with Prudential Overall Service was cancelled and awarded to Unifirst Corporation for the furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks Divisions on May 14, 2004, with an expiration date of December 31, 2006; and

WHEREAS, pursuant to Council Resolution No. 2006-193, the contract with Unifirst Corporation was extended for eighteen months through June 30, 2008; and

WHEREAS, Unifirst Corporation has agreed to provide service for twelve additional months; and

WHEREAS, the prices set forth in the original contract will remain in effect until August 31, 2008, and on September 1, 2008, prices may be increased in a percentage amount equal to the Consumer Price Index, not to exceed 5%; and

WHEREAS, staff recommends extending the contract with Unifirst Corporation for twelve months through June 30, 2009, with an additional option to renew upon mutual agreement of both parties; and

WHEREAS, Lodi Municipal Code §3.20.070 authorizes dispensing with bids for purchase of supplies, services, or equipment when it is in the best interest of the City to do so.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes extending the contract for furnishing and cleaning of uniforms for the maintenance personnel in the Streets and Drainage, Water, Wastewater, Fleet Services, Purchasing, Facilities Services, and Parks Divisions with Unifirst Corporation for twelve months through June 30, 2009, with one additional option to renew upon mutual agreement of both parties; and

BE IT FURTHER RESOLVED that the prices set forth in the original contract will remain in effect until August 31, 2008, and on September 1, 2008, prices may be increased in a percentage amount equal to the Consumer Price Index, not to exceed 5%.

Dated: June 18, 2008

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I hereby certify that Resolution No. 2008-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held June 18, 2008, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk