

AGREEMENT FOR GENERAL SERVICES
UNIFORM RENTAL AND FULL GARMENT AND SUPPLY SERVICES

This Agreement for Services ("Agreement"), is effective as of December 14, 2022 (**Effective Date**), and is between the City of Camarillo, a California municipal corporation and general law city ("**City**") and Camarillo Sanitary District, a Sanitary District organized pursuant to the California Health and Safety Code ("**CSD**"), the City and CSD are collectively **City/CSD**, and Prudential Overall Supply, a California corporation ("**Contractor**").

Section 1. Term of Agreement.

The initial term of this Agreement will be for a period commencing on the Effective Date and through June 30, 2026, unless terminated sooner by City/CSD as provided in this section or otherwise extended by the mutual written agreement of the parties. This Agreement may be extended for up to two (2) one-year extensions. City/CSD may terminate this Agreement, with or without cause, at any time by written notice of termination to Contractor. In the event such notice is given, Contractor must cease immediately all Services in progress.

Section 2. Scope and Performance of Services

- 2.1** Contractor agrees to perform the services set forth in Exhibit A ("Scope of Services"), which is made a part of this Agreement.
- 2.2** Contractor represents that it has the qualifications, experience, equipment, and facilities necessary to properly perform the Services required under this Agreement.
- 2.3** Contractor agrees to perform these Services in a thorough, competent and professional manner consistent with generally accepted standards and practices utilized by persons engaged in providing services and work similar to those required of Contractor under this Agreement. Contractor will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the Services required of Contractor under this Agreement.
- 2.4** Contractor must obtain City/CSD's prior written approval before utilizing any subcontractors to perform any services under this Agreement. This written approval must include the identity of the subcontractor and the terms of compensation.
- 2.5** Contractor will not be compensated for any Services rendered in connection with this Agreement that is in addition to or outside of the Services set forth in Exhibit A, unless such additional Services are authorized in advance and in writing by City/CSD.
- 2.6** City/CSD may request changes to the Services, consisting of additions, deletions, or other revisions, and the compensation to be paid Contractor will be adjusted accordingly. All such changes must be authorized in writing and executed by Contractor and City/CSD. The cost or credit to City/CSD resulting from changes in the Services will be determined by the written agreement between the parties.

- 2.7** In performing the Services under this Agreement, Contractor is an independent contractor and has control over the manner in which the Services are performed provided that it is consistent with this Agreement. Contractor may not at any time or in any manner represent that it or any of its officers, employees, agents, or subcontractors are in any manner officers, employees, agents or subcontractors of City/CSD.

Section 3. Payment for Services

- 3.1** Subject to any limitations set forth in this Agreement, City/CSD agrees to pay Contractor for the Services in the amounts specified in Exhibit B (Pricing Schedule). The total compensation may not exceed the amount set forth in Exhibit B, unless additional compensation is approved in writing by City/CSD.
- 3.2** Contractor must furnish City/CSD with an invoice for all Services performed not more than once per month for the prior month's Services. Except as to any charges for Services performed or expenses incurred by Contractor that are disputed by City/CSD, City/CSD will cause Contractor to be paid within 30 days of receipt of Contractor's invoice.
- 3.3** Any payment to Contractor for Services performed under this Agreement will not be deemed to waive any defects in the Services performed by Contractor, even if such defects were known to City/CSD at the time of payment.

Section 4. Required Documentation Prior to Performance

- 4.1** Contractor may not perform any services under this Agreement until:
- (a) Contractor furnishes proof of insurance as required under Exhibit C;
 - (b) Contractor provides City/CSD with a Taxpayer Identification Number;
 - (c) Contractor obtains a City of Camarillo business tax certificate and license, if applicable, and provides proof of compliance

Section 5. Indemnification

Contractor agrees to indemnify, defend, protect and hold harmless City/CSD from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively, "Claims"), which City/CSD may suffer or incur or to which City/CSD may become subject by reason of or arising out the negligent or willfully wrongful acts or omissions of Contractor, its officers, employees, or agents committed in performing any Services under this Agreement. For the purposes of this section, "City/CSD" includes City/CSD's officers, officials, employees, agents and volunteers. The provisions of this section do not apply to Claims occurring as a result of the City/CSD's sole negligence or willful acts or omissions. The provisions of this section will survive the expiration or earlier termination of this Agreement.

Section 6. Insurance

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit C (Insurance), which is made a part of

this Agreement. All insurance policies are subject to approval by City/CSD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager/District Manager or designee.

Section 7. General Provisions

- 7.1** There are no understandings or agreements between Contractor and City/CSD other than those set forth in this Agreement.
- 7.2** This Agreement may not be modified or amended except by written agreement of the parties.
- 7.3** Contractor may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of City/CSD. This Agreement is binding upon the successors and permitted assigns of the parties.
- 7.4** This Contract will be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts will be in the County of Ventura and venue in federal court will be in the Central District of California, in Los Angeles.
- 7.5** Contractor is and will all times remain a wholly independent contractor and not an officer, employee or agent of City/CSD. Contractor has no authority to bind City/CSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City/CSD, whether by contract or otherwise, unless such authority is expressly conferred under this agreement or is otherwise expressly conferred in writing by City/CSD.
- 7.6** The person executing this Agreement on behalf of the parties represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind the parties to the performance of its obligations.
- 7.7** This Agreement may be signed in counterparts and, when fully signed, such counterparts will have the same effect as if signed in one document.
- 7.8** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement will not be affected and the Agreement will be read and construed without the invalid, void or unenforceable provision(s).

THE UNDERSIGNED AUTHORIZED REPRESENTATIVES OF the parties hereby execute this Agreement as follows:

CITY OF CAMARILLO/CAMARILLO SANITARY DISTRICT



Greg Ramirez, City Manager/District Manager

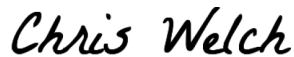
ATTEST:



Kristy Buxkemper, City Clerk/Assistant Secretary

CONTRACTOR

Prudential Overall Supply, a California corporation



Chris Welch, President



Jana Comer, Vice President and Secretary

Camarillo Business Tax Certificate Number: 001752

Expiration Date: 05/31/2023

Exhibit A

SCOPE OF SERVICES

For furnishing, laundering, and maintaining uniforms for City/CSD employees.

- A. Uniform Quality and Samples:** Uniforms shall be new, not used. Fabrics and garment types are predetermined as shown in the Pricing Schedule (Exhibit B).
- B. Uniform Quantities and Additional Garments Requested:** Garments will be selected by the City/CSD supervisor for each department from the items represented on the Pricing Schedule. The standard uniform quantities and fabric preferences are also listed on the Pricing Schedule. Supervisors for each department may add or delete uniform pieces from the agreement at any time during the term of Agreement. Uniformed employee count is not guaranteed by City/CSD and may fluctuate throughout the term of the Agreement.
- C. Delivery:** City/CSD requires that the Contractor designate one (1) day for pick-up and delivery per week. Delivery is to occur on a pre-determined day during business hours, at a time negotiated between the Contractor and City/CSD. There are two locations the Contractor will deliver and pick-up from:
 - a. City of Camarillo Fleet Division, 283 South Glen Drive, Camarillo, CA 93010
 - b. Camarillo Sanitary District, 150 Howard Road, Camarillo, CA 93012
- D. Sizing:** All employees shall be individually sized.
- E. Garment Protection Programs:** City/CSD shall utilize the BPP Budget Protection Coverage which covers uniform prep, lettering, logo/name and all loss, damage, and repair.
- F. Uniform Prep Charges:** Contractor shall provide the name and company emblem prep for CSD uniforms. The CSD uniform logo design has been provided to Contractor. Contractor shall provide the name prep for the Fleet Division.
- G. Dirty Clothing Bins:** Contractor shall provide a bin to each location, to collect dirty clothing as well as items in need of mending and/or replacement. The bin shall:
 - a. Minimize or contain odor;
 - b. Be sized appropriately;
 - c. Be located in area(s) approved by City/CSD

Exhibit B

PRICING SCHEDULE

1. Contractor's designated representative who is authorized to act on its behalf and to make all decisions in connection with the performance of the Work under this Agreement is Sergio Lopez, Assistant General Manager.
2. Uniform and Supply Pricing Schedule for CSD and Vehicle Maintenance is attached.
3. Towel Replacement Rate is as follows:
 - a. Shop Towel 18 x 18 - \$0.08 per towel. The replacement rate is \$0.43 at 5% of total inventory.
 - b. Shop Towel Turkish 17 x 20 - \$0.09 per towel. The replacement rate is \$0.43 at 5% of total inventory.
 - c. Car Wash Towel Cotton 17 x 20 - \$0.13 per towel. The replacement rate is \$0.43 at 5% of total inventory.
 - d. Microfiber Towel 16 x 16 - \$0.18 per towel. The replacement rate is \$1.25 at 4% of total inventory.
 - e. Bath Towel 27 x 25 - \$0.30 per towel. The replacement rate is \$1.50 at 2% of total inventory.
4. Garment Protection Plan shall be as follows:
BPP at \$0.11 per item covers uniform prep, lettering, logo/name and all loss, damage, repair.
5. Total compensation under this Agreement is \$28,350.
6. Contractor may submit a request for adjustments to compensation each year based on the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles Region from September of the prior year to September of the current year. Contractor must make the request to the Sanitary Superintendent and the Fleet and Facilities Manager by November 1st of the current year. The increase will be effective on the anniversary date of the agreement. The total compensation by Fiscal Year will be increased accordingly to account for any CPI-U increases.

CAMARILLO SANITARY DISTRICT
UNIFORM PRICING SCHEDULE

Item Description	Price Per Unit
<u>Garments</u>	
Work Shirt (Long Sleeve) 65/35 Blend	\$ <u>.16</u>
Work Shirt (Short Sleeve) 65/35 Blend	\$ <u>.16</u>
Work Shirt (Long Sleeve) 100% Cotton	\$ <u>.18</u>
Work Shirt (Short Sleeve) 100% Cotton	\$ <u>.18</u>
Work Pants 65/35 Blend	\$ <u>.17</u>
Cargo Work Pants 65/35 Blend	\$ <u>.22</u>
Hoodie	\$ <u>Direct Purchase \$ 17.75</u>
Permalined Work Jacket 65/35 Blend	\$ <u>.80</u>
<u>Supplies</u>	
Scraper Mat 3 X 4	\$ <u>1.00</u>
Scraper Mat 3 X 5	\$ <u>1.00</u>
Scraper Mat 3 X 10	\$ <u>2.25</u>
Shop Towel 18 X 18	\$ <u>0.08</u>
Microfiber Towel 16 X 16	\$ <u>.18</u>
Bath Towel 27 X 25	\$ <u>.30</u>
Delivery/Service Charge (Per Week)	\$ <u>10.00</u>
Initial One-Time Charge for Garment Set-up	\$ <u>φ</u>
Garment Protection Plans (Please provide a list of all protection plans that apply)	<u>* see attached</u>
Additional Charges:	
<u>SHOP TOWEL TTD</u>	\$ <u>.43 @ 57% of inventory</u>
<u>MICROFIBER TOWEL TTD</u>	\$ <u>1.25 @ 49% of inventory</u>
<u>BATH TOWEL TTD</u>	\$ <u>1.50 @ 27% of inventory</u>
_____	\$ _____

Item Description	Price Per Unit
<u>Garments</u>	
Work Shirt (Long Sleeve) 65/35 Blend	\$.16
Work Shirt (Short Sleeve) 65/35 Blend	\$.16
Work Pants 65/35 Blend	\$.17
Shop Coat 65/35 Blend	\$.29
Permalined Work Jacket 65/35 Blend	\$.80
Coveralls 65/35 Blend	\$.42
<u>Supplies</u>	
Shop Towel – Turkish 17 X 20	\$.09
Car Wash Towel – Cotton 17 X 20	\$.13
Delivery/Service Charge (Per Week)	\$ 10.00
Garment Protection Plans (Please provide a list of all protection plans that apply)	[*] see attached
Additional Charges:	
<u>SHOP TOWEL TTD</u>	\$.43 @ 5
<u>CAR WASH TOWEL TTD</u>	\$.43 @ 57.
_____	\$ _____
_____	\$ _____

ADDENDA

Vendor acknowledges receipt of Addenda identified as:

NO ADDENDUMS LISTED ON CITY WEBSITE.

I have read and agree to comply with conditions of the RFP regarding the services and materials that I am proposing on the Pricing Schedule and in conformance with the Agreement for General Services and Insurance requirements of agreement, attached as Exhibit C.

COMPANY: PRUDENTIAL OVERALL SUPPLY

ADDRESS: 5300 GABBERT ROAD MOORPARK, CA 93021

PHONE NUMBER: (805) 535-03065

AUTHORIZED SIGNATURE: 

PRINTED NAME: STACEY C. OZUNA

TITLE: CORPORATE SALES REPRESENTATIVE

EMAIL: StaceyO@Prudentialuniforms.com



BUDGET PROTECTION PROGRAM AGREEMENT

ADDENDUM C

Customer elects to purchase Budget Protection Coverage. Budget Protection Coverage is intended to eliminate specific charges for specific merchandise Customer garment rental/lease inventories rented by the Customer. Budget Protection Coverage does not cover non-specified rental merchandise, repeated Customer neglect, or abuse, and damage due to fire, flood or disaster. Prudential has the right to revoke Budget Protection Coverage at Prudential's discretion. Merchandise will remain the property Of Prudential Overall Supply.

Customer elects to purchase Budget Protection Coverage at the rate specified below per item placed in the rental/lease service inventory. Budget Protection Coverage rates will be billed weekly. Upon termination of the Agreement, merchandise not returned by the customer is subject to a loss charge.

<u>BUDGET PROTECTION COVERAGE</u>	<u>RATE</u>
___ BPP - Covers uniform prep, lettering, logo/name and all loss, damage, repair	\$0.11
___ GMLP-Covers garment damage and loss	\$0.06
___ GMP- Covers garment damage insurance coverage	\$0.06
___ SUP - Covers preparation fees and lettering (stock name and logo)	\$0.06

PRUDENTIAL OVERALL SUPPLY

Customer's Business Legal Name

By: STACEY C. OZUNA

By (Signature): _____

Title: CORP. Sales Rep.

Printed Name: _____

Date: 7/21/2022

Its Duly Authorized: _____
Title

Address: _____

City/State/Zip: _____

Phone: _____

Exhibit C

INSURANCE

1. **Required Insurance.** Before commencing any services, Contractor must procure and maintain in full force and effect during the term of this Agreement the following types of insurance with at least the minimum coverage listed and subject to the applicable additional requirements set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability	\$1,000,000 / \$2,000,000 Aggregate
Business Automobile Liability	\$1,000,000
Workers' Compensation	Statutory Requirements

2. **Insurance Rating.** All insurance required to be maintained by Contractor must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A- or better and Financial Size Category Class VII or better by the latest edition of A.M. Best's Key Rating Guide, unless otherwise approved by City/CSD's legal counsel.
3. **Commercial General Liability Insurance.** The commercial general liability insurance must meet or exceed the requirements of Insurance Services Office (ISO) form CG 00 01, and must be provided on a per occurrence basis for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. The insurance must be on an "occurrence" not a "claims made" basis. Defense costs must be paid in addition to limits. There must be no cross-liability exclusion for claims or suits by one insured against another. The insurance must include a waiver of subrogation applicable to the insurance or self-insurance, a primary and non-contributory endorsement, and an additional insured endorsement, all in favor of the City/CSD, its officers, employees and agents, and volunteers. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
4. **Business Automobile Insurance.** The business automobile insurance coverage must be at least as broad as ISO Business Auto Coverage form CA 00 01, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount stated above per combined single limit for each accident. Such insurance must include both a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement, both in favor of the City/CSD, its officers, employees, agents, and volunteers.
5. **Workers' Compensation.** If Contractor has any employees, Contractor must maintain workers' compensation insurance (statutory limits) and employer's liability insurance (with limits of at least \$1,000,000). Such insurance must include a waiver of subrogation endorsement in favor of City/CSD, its officers, employees, agents, and volunteers.
6. **Umbrella or Excess Liability Insurance.** If an excess or umbrella liability policy is used to meet minimum limit requirements, the insurance must provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under

an umbrella or excess liability policy must include a “drop-down provision” requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason. Coverage must be provided on a “pay-on-behalf” basis, with defense costs payable in addition to policy limits. There may be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. The policy must “follow form” to the underlying primary policy. Coverage must be applicable to all insureds under the primary policies. The insurance must contain or be endorsed to contain a waiver of subrogation applicable to the insurance or self-insurance, and a primary and non-contributory endorsement for the benefit of City/CSD. The scope of coverage provided is subject to approval of City/CSD following receipt of the required proof of insurance.

- 7. Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by City/CSD. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by City/CSD in its sole discretion. At the option of City/CSD, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the City/CSD’s additional insureds or Contractor will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.
- 8. Certificates of Insurance and Endorsements; Notice of Termination or Changes to Policies.** Prior to commencing any services under this Agreement, Contractor must file with the City/CSD certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or certified copies of policies as may reasonably be required by City/CSD. These certificates of insurance and endorsements must be in a form approved by the City/CSD’s legal counsel. Contractor must maintain current certificates and endorsements on file with City/CSD during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination or cancellation of the required coverage, will be effective except upon 30 days’ prior written notice to City/CSD by certified mail, return receipt requested (except for nonpayment for which a 10-day notice is required). The delivery to City/CSD of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the City/CSD’s right to require compliance. In the event that Contractor’s policies are materially changed, Contractor must provide the City/CSD with at least 30 days’ prior written notice of the applicable changes. City/CSD reserves the right to require complete, certified copies of all required insurance policies at any time.
- 9. Failure to Maintain Required Insurance.** If Contractor, for any reason, fails to have in place at all times during the term of this Agreement all of the required insurance coverage, the City/CSD may, but is not obligated to, obtain such coverage at Contractor’s expense and deduct the cost from the sums due Contractor. Alternatively, City/CSD may terminate the Agreement.
- 10. Effect of Coverage.** The existence of the required insurance coverage under this Agreement will not be deemed to satisfy or limit Contractor’s indemnity obligations under

this Agreement. Contractor acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Should any coverage carried by the Contractor or any subcontractor of any tier have limits of liability that exceed the limits or have broader coverage than required in this Agreement, those higher limits and that broader coverage are deemed to apply for the benefit of any person or organization included as an additional insured and those limits and broader coverage will become the required minimum limits and insurance coverage in all sections of this Agreement. Any insurance proceeds available to City/CSD in excess of the limits and coverages required by this Agreement, and which is applicable to a given loss, must be made available to City/CSD to compensate it for such losses.

- 11. Required Insurance for Subcontractors.** Contractor agrees to ensure that any subcontractors providing services under this Agreement provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to review and monitor all such coverage and assumes responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement.
- 12. Right to Revise Insurance Specifications.** City/CSD reserves the right to change the amounts and types of insurance required by giving Contractor at least 90 days advance written notice of such change. If such change results in substantial additional cost to Contractor, the parties may renegotiate Contractor's compensation.
- 13. Timely Notice of Claims.** Contractor must give City/CSD prompt notice of claims made of lawsuits initiated that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability insurance policies.

Title	CC/CSD - Agreement 2022-213: Uniform Rental
File name	CSD Agreement 202...ned by vendor.pdf
Document ID	030855a0b0542d038ac8698e7b008e4ff08f20ec
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



12 / 15 / 2022
17:22:21 UTC

Sent for signature to Greg Ramirez (gramirez@cityofcamarillo.org) and Kristy Buxkemper (kbuxkemper@cityofcamarillo.org) from cporter@cityofcamarillo.org
IP: 107.91.176.206



12 / 15 / 2022
18:41:30 UTC

Viewed by Greg Ramirez (gramirez@cityofcamarillo.org)
IP: 47.176.217.204



12 / 15 / 2022
18:42:02 UTC

Signed by Greg Ramirez (gramirez@cityofcamarillo.org)
IP: 47.176.217.204



12 / 15 / 2022
19:53:07 UTC

Viewed by Kristy Buxkemper (kbuxkemper@cityofcamarillo.org)
IP: 47.176.217.204



12 / 15 / 2022
19:53:36 UTC

Signed by Kristy Buxkemper (kbuxkemper@cityofcamarillo.org)
IP: 47.176.217.204



COMPLETED

12 / 15 / 2022
19:53:36 UTC

The document has been completed.