



CITY OF DULUTH
REQUEST FOR PROPOSALS FOR
UNIFORMS AND LAUNDRY SERVICE

RFP NUMBER 24-AA11

October 24, 2024

November 7, 2024

SUBMIT TO

CITY OF DULUTH
ATTN: PURCHASING DIVISION
CITY HALL, ROOM 120
411 WEST 1ST STREET
DULUTH, MN 55802

PART I - GENERAL INFORMATION

I-1. Project Overview. The City of Duluth seeks proposals for uniform rental and laundry services for various city locations. Interested Proposers shall have at least three years of commercial uniforms service experience with comparably sized facilities. Additional detail is provided in **Part IV** of this RFP.

I-2. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity	Date
Proposals must be received in the Purchasing Office by 3:00 PM on this date.	November 7

I-3. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process. or in anticipation of award of the contract.

I-4. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov.

I-5. Addenda to the RFP. If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will send an e-mail notification to interested Proposers.

I-6. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject proposals or to deduct evaluation points for late submissions.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 90 days or until a contract is fully executed.

Please submit one (1) unbound paper copy of the Technical Submittal and one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one copy of the Cost Proposal on flash drive in Microsoft Office-compatible or pdf format, in the sealed envelope with the paper copy.

The City reserves the right to conduct interviews of any or all proposers if deemed necessary by the evaluation committee.

Awarded Proposer will be required to sign the standard City Service Agreement, a copy of which is attached to this RFP. Please submit any questions or concerns about the agreement before you submit your proposal.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

I-7.Small Diverse Business Information. The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

I-8. Insurance.

- A. Service Provider shall provide and maintain in full force and effect during the life of this Agreement the following minimum amounts of insurance:
- (1) Workers compensation insurance in accordance with applicable law.
 - (2) Commercial General Liability and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit shall be in a company approved by the City of Duluth and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a “form following” provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider’s interests and liabilities.
 - (3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies, and Service Provider will provide Certificate of Insurance evidencing such coverage with 30-days’ notice of cancellation provision included.
- B. Certificates showing that Service Provider is carrying the above-described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

I-9.Term of Contract. The term of the contract will begin once the contract is fully executed and is anticipated to be for a one-year period with four (4) one-

year renewal options. A draft copy of the City's Standard Service Contract is attached as Appendix B. The selected Bidder shall not start the performance of any work, nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

I-10. Mandatory Disclosures. By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

I-11. Notification of Selection. Bidders whose proposals are not selected will be notified in writing.

PART II - PROPOSAL REQUIREMENTS

Proposals shall include:

Technical Proposal

- A Cover Letter introducing the firm and the individual that will act as the firm's primary contact for this project.
- A description of the organization, including the date founded and ownership of the firm as well as any subsidiaries and affiliates relevant to the City.
- A description of the knowledge and experience of the firm and the personnel in providing the referenced products and services.
- Any special programs or services offered by the Proposer that may assist in controlling costs incurred by the City.

- Capabilities and uses of an online portal. Does it allow you to find itemized billing, delivery information, assigned items and quantities per employee as well as make changes to the City’s account?
- Three (3) references who can speak to the services to be provided by the Proposer. Include contact name, telephone number and email address and a description of the services performed, and the dates covered. (Appendix C).
- A completed “Minimum Requirements” form. (Appendix E)
- A completed “Procedures” form. (Appendix F)
- Proposers will be asked to provide samples or demonstrations of items requested by the evaluation committee. A selection of samples provided by the awarded proposer will be held by the City for the duration of the agreement, all other samples will be available for proposers to pick up/ship after an award determination is made.

Cost Proposal

- A separately sealed cost proposal that provides itemized pricing for the items and services to be provided. All charges must be detailed in the cost proposal - any charges not listed in the proposal will not be paid. (Appendix D)
 - o Please include pricing for the items on the attached estimated quantity list.
 - o Cost proposal should include weekly, bi-weekly and monthly pricing for all laundry services.
 - o Include any specialized services that may be beneficial to the City.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	20%
Work Plan, Quality Control Measures and Customer Service	20%
References/Past Experience with the City	10%
Uniform Samples	20%
Cost	30%

In the event the City requires additional clarification in order to make a determination regarding the proposal, the City shall submit a request for clarification in writing to the Proposer. The Proposer shall have two working days to provide the additional requested information. The proposer’s response shall be in writing.

The successful bidder must be ready to start within 30 days of notice of award.

PART IV – PROJECT DETAIL

The City of Duluth requests sealed proposals for uniform rental and laundry services for approximately 94 employees in approximately 30 locations. The intent of the RFP is to award a contract to one responsible bidder whose bid proposal is most advantageous to the City, price and other factors considered. The City reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed to be in the City's best interest.

The selected firm shall be experienced in uniform rental and laundry services. The successful bidder shall be able to provide consistent quality and service.

- A. **SCOPE OF WORK.** The types of uniforms and numbers shall be furnished in accordance with each department's choice of type and color. The Service Provider will be required to replace old uniforms with new or like-new items as needed at no cost to the City.

Each employee receiving clothing will have inventory as listed in the bid which includes items to wear, items to be cleaned and one extra. Initial delivery of uniforms will consist of one (1) week's supply with the remaining sets the following week.

Each employee uniform will be hung individually on hangers and bagged separately. Uniforms shall be clean, fresh and unwrinkled.

The Service Provider shall furnish at the start of the program, all brand-new uniforms for all employees in the program, and thereafter, replacement uniforms from the company's "A" stock during the contract period. "A" stock means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.

UNIFORMS SHALL BE NEW AT THE BEGINNING OF THE CONTRACT AND REPLACED WITH ONLY TOP GRADE UNIFORMS.

- B. **Qualifications.** All work listed shall be performed in a thorough and professional manner and in accordance with accepted industry methods and practices. All work shall be in strict compliance with all local and state codes, ordinances, laws and policies.

The Service Provider shall provide an adequate number of competent, properly trained personnel with sufficient supervision to provide the required services at all times. The Service Provider shall provide all personnel with a complete set of specifications and schedules to ensure all required services are completed. All tools, equipment and supplies shall be provided by the awarded firm and shall meet all applicable local, state and federal standards.

- C. **Initial Measurements/Issuance of Uniforms.** The successful Proposer shall promptly take measurements of all personnel to be uniformed within two weeks after notice of bid award. The City will provide for as many affected employees as possible to be present. A make-up date shall be scheduled shortly thereafter for measuring those employees who were not available on the previous date when measurements were taken.
- Each employee receiving clothing will have inventory as listed in the bid that includes items to wear, items to be cleaned and one extra. Initial delivery of uniforms will consist of one (1) week's supply with the remaining sets the following week.
- D. **Service Frequency.** Service Provider shall provide quantities as indicated on a weekly, bi-weekly or monthly basis as requested by the City. Any shortages will be remedied within 24 hours. Service Provider is responsible for pick-up and delivery of all rented/leased items during regular business hours 7:30AM-3:30PM. Service Provider will supply soiled laundry container(s) and shop towel cans.
- E. **Laundry Service Holds.** The City will notify Service Provider if an employee will be under an extended leave for more than two (2) weeks. The Service Provider shall put that employee's uniforms on hold for a stated period of time or until notified that the employee has returned. Service Provider shall not charge any rental for said hold period. Additionally, Service Provider shall provide the City a credit equal to the appropriate charges on Appendix D, if an employee does not turn in any garments for a period of more than two (2) weeks.
- F. **Uniform Material.** Where major variances in quality exist between proposed items, (e.g. 65% cotton/35% poly blend items presented as equivalent in quality to 100% cotton) the City will be the sole judge in determining acceptable equivalencies and substitutions. Samples are required and shall be furnished at no charge and will be held by the City for the duration of the agreement.
- G. **Uniform Tracking.** Each employee's uniform will be individually tagged with account number, route number and identifying number assigned by the Service Provider.
- H. **Quantities.** Any quantities shown in this RFP are estimated quantities only. The City may reduce the number of employees or garments due to turnover, job termination, changes in job description, change in City policies or for any reason relevant to the ordinary course of City business. All reductions in inventory shall take effect on the date specified by the City. The City will return the deleted garments no later than 4 weeks from the effective date of the communication. No charges shall accrue from the date specified in the communication except for lost garments specifically agreed to between the parties. Additional employees and or departments may be added during the life of this contract at the same contract prices.

- I. **Repairs and Replacements.** The Service Provider shall repair or replace worn or damaged items as a result of normal wear and tear at no additional charge to the City. Repair of all rental items shall be performed by the Service Provider in an acceptable manner.

Items that become worn due to normal wear and tear (standard or normal usage) shall be replaced promptly by the Service Provider at no cost to the City. Standard or normal usage is defined for the purposes of this contract as twenty (20) months in service or as may be determined on an individual department basis and/or by mutual agreement. Any item rejected for use by the City shall be replaced promptly by the Service Provider to the satisfaction of the City at no cost.

Replacement items and repaired items shall have a turn-around time of one (1) to two (2) weeks.

Uniform garments being replaced for damage must be presented to the individual department for inspection prior to replacement and that item shall become the property of the City upon a damage fee charge.

The Depreciation Schedule for replacement value shall be as follows:

0 to 6 Months: Full Cost

7 to 15 Months: Full Cost less 20%

16 to 19 Months: Full Cost less 50%

20 Months and older: No Charge

The City will not pay for the replacement of, or for any cost associated with the replacement of, damaged garments due to normal wear and tear or loss by Service Provider, regardless of the amount of time the uniform has been in use.

- J. **Holidays.** The City will not require service on City-observed holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Indigenous People's Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve and Christmas Day, unless otherwise indicated. Holiday Schedule is subject to change each year.

- K. **Price Increases and/or Decreases.** During the life of the Contract, any or all temporary price reductions, promotional price offers, introductory pricing, or any other offers or promotions that provide prices lower than, or discounts higher than, those stated in the Contract, must be given immediately to the City. Invoices for goods ordered or shipped or services performed during the decrease, or promotion, must immediately reflect such pricing.

After the initial term of the Contract, a price increase may be allowed based upon a demonstrable industry-wide or regional increase in the Contract Vendor's costs. The request must be submitted to the City

Purchasing Agent in writing and shall be accompanied by documentary evidence. The amount of any increase is not to exceed 3%, and the total of all increases may not exceed 10% over the 5-year term of the agreement. The exact amount of increase, if any, will be governed by the validity of the documentary evidence submitted and requires the written authorization of the City. No price increase will be effective until set forth in a fully executed amendment to the Contract.

L. **Invoicing.** Service Provider shall submit invoices at least monthly. Invoices may be submitted more frequently for weekly and bi-weekly rentals. Invoices may be emailed to accountspayable@duluthmn.gov. Billing will be by department location and will be for the actual number of uniforms and supplies delivered.

M. **Non-Allowed Charges.** Incidental or standard industry charges not identified in the cost submittal, are not allowed under this contract. All service charges must be stated in the proposal.

Miscellaneous service charges used to help the Service Provider pay various fluctuating current and future costs are not allowed. This includes, but are not limited to, cost directly or indirectly related to the environment, energy issues, fuel charges, service and delivery of goods and services

N. **Online Portal.** The City is interested in an online portal where City staff can find itemized billing, delivery information, assigned items and quantities per employee as well as make changes to the City's account.

APPENDICIES

Appendix A – Proposal Cover Sheet

Appendix B – Standard Service Contract

24-AA11				
City of Duluth Uniform Quantities				
Type	Quantity per person	Number of People		Total
Public Works and Utilities				
Fire Resistant Coveralls	11	6		66
Cotton Coveralls	11	64		704
Work Pant Jeans	11	64		704
Fire Resistant Jeans	11	6		66
Long Sleeve Button	11	64		704
Short Sleeve	11	64		704
Fire Resistant Long Sleeve Shirt	1	6		6
Polos	11	3		33
Fleet				
Shirts	11	16		176
Pants	11	15		165
Coveralls	11	9		99
Fire Resistant Overalls	11	1		11
Aerial Lift Bridge				
Coveralls	5	6		30

**APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 24-AA11**

Bidder Information:	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Title	

**APPENDIX B – STANDARD SERVICE CONTRACT
CITY OF DULUTH
RFP# 24-AA11**

SERVICES AGREEMENT
(Purchase Order # _____)

This agreement (“Agreement”) between the City of Duluth, a Minnesota municipal corporation (“City”) and **NAME OF SERVICE PROVIDER – Debarment Check?**. (“NAME” or “Service Provider”), with offices located at **ADDRESS**.

WHEREAS, City desires to enter into an agreement with a service provider to provide **DESCRIBE THE SERVICES**;

WHEREAS, City issued a Request for Bid (the “RFB”) for **DESCRIBE THE SERVICES** (the “Services”);

WHEREAS, **NAME** is in the business of providing **DESCRIBE THE SERVICES** to its customers;

WHEREAS, **NAME** submitted a Response to the RFB (the “Response”) and has represented itself as fully capable of providing the Services to its customers and that it is qualified and willing to perform the services set forth in the RFB;

WHEREAS, based on the Response the City has selected **NAME** as the lowest responsible bidder and wishes to engage **NAME** to provide the Services;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

City and Service Provider hereby agree to the following terms and conditions:

1. Services. Service Provider shall provide the following Services:

DESCRIBE THE SERVICES, described in more detail on the Response attached to this Agreement as Exhibit A and incorporated by reference.

2. Rates/Price and Payment for Services. The rates (the “Rates”) for the Services are outlined in Exhibit A. The total amount payable under this agreement shall not exceed **dollar amount spelled out (\$)** unless the contract is modified by formal amendment. Payments shall be made **from fund XXX-XXX-XXX**. Service Provider shall be paid for the Services within thirty (30) days of the City’s receipt of an invoice. **(Include any special terms for price adjustments, prepayment or partial prepayment, etc)**

3. Term; Termination. The term of this Agreement shall commence on **(either date of attestation or future date)** and shall continue, unless earlier terminated as provided for herein, for a period **enter term** (the “Term”). The Term will renew for **XX** additional **XX (X)** year terms (each year a “Renewal Term”) unless either Service Provider or City provides the other party with written notice of termination of this Agreement at least sixty (60) days prior to the end of the Term or any Renewal Term. Either party may terminate this Agreement at any time prior to the end of the Term or any Renewal Term due to the other party’s material breach of any of its obligations hereunder, which breach has not been cured to the non-breaching party’s reasonable satisfaction within a reasonable time, not to exceed ten (10) business days, after receipt of written notice specifying such breach. In addition, during the Renewal Term of this Agreement, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

4. Representations and Warranties. Service Provider represents and warrants that:

- i. Service Provider shall perform its respective duties in a professional and diligent manner in the best interests of City and in compliance with all applicable laws.
- ii. Service Provider and all personnel to be provided by it hereunder have sufficient training and experience to perform the duties set forth herein and are in good standing with all applicable licensing requirements.

5. Insurance.

A. Service Provider shall provide the following minimum amounts of insurance from insurance companies authorized to do business in the state of Minnesota, which insurance shall indemnify Service Provider and City from all liability described in the Indemnification paragraphs below, subject to the provisions below:

- (1) Workers compensation insurance in accordance with applicable law.
- (2) Commercial General and Automobile Liability Insurance with limits not less than \$1,500,000 Single Limit shall be in a company approved by the City of Duluth and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability. Umbrella coverage with a “form following” provision may make up the difference between the commercial general and auto liability coverage amounts and the required minimum amount stated above.
- (3) City of Duluth shall always be named as an Additional Insured under the Commercial General and Automobile Liability Policies.
- (4) Service Provider to provide Certificate of Insurance evidencing all coverages which shall contain an unconditional requirement that the insurer notify the City without fail not less than 30 days prior to any cancellation, or 10 days prior to any non-renewal of the policy or coverages evidenced by said certificate, and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City.

B. The insurance required herein be maintained in full force and effect during the life of this Agreement and shall protect Service Provider, its employees, agents and representatives from claims and damages including but not limited to personal injury and death and any act or failure to act by Service Provider, its employees, agents and representatives in the negligent performance of work covered by this Agreement.

C. Certificates showing that Service Provider is carrying the above described insurance in the specified amounts shall be furnished to the City prior to the execution of this Agreement and a certificate showing continued maintenance of such insurance shall be on file with the City during the term of this Agreement.

D. The City of Duluth does not represent or guarantee that these types or limits of coverage are adequate to protect the Service Provider’s interests and liabilities.

6. Indemnification.

To the fullest extent permitted by law, Service Provider agrees that it shall defend, indemnify, and hold harmless the City, its officers, employees, and agents, past or present, from and against any and all claims including but not limited to claims for contribution or indemnity, demands, suits, judgments, costs, and expenses (including attorneys’ fees) asserted by itself or any person or persons including agents or employees of the City of

Duluth or the Service Provider by reason of death or injury to person or persons or the loss or damage to property arising out of, or by reason of, any act, omission, operation or work of the Service Provider or its employees while engaged in the execution or performance of services under this Agreement. Said obligations to defend, indemnify, and hold harmless shall include, but not be limited to the obligation to defend, indemnify, and hold harmless the City in all matters where claims of liability against the City arise out of, relate to, are attributable to, are passive or derivative of, or vicarious to the negligent, intentional, or wrongful acts or omissions of the Service Provider, including but not limited to the failure to supervise, breach of warranty, the failure to warn, the failure to prevent such act or omission by Service Provider, its employees, or its agents, and any other source of liability. Said obligations to defend, indemnify, and hold harmless shall be triggered upon the assertion of a claim for damages against City. On ten days' written notice from the City of Duluth, the Service Provider shall appear and defend all lawsuits against the City of Duluth growing out of such injuries or damages. Service Provider shall not be required to indemnify City for amounts found by a fact finder to have arisen out of the sole negligent or intentional acts or omission of the City unless Service Provider should fail to comply with its insurance obligations in this contract to the detriment of City, in which case the Service Provider shall indemnify, defend, and hold harmless the City for any and all amounts except amounts attributed to intentional, willful or wanton acts of the City. This Section, in its entirety, shall survive the termination of this Agreement if any amount of work has been performed by Service Provider. Nothing in this provision shall affect the limitations of liability of the City as set forth in Minnesota Statutes Chapter 466.

The Service Provider understands this provision may affect its rights and may shift liability and specifically agrees to the same.

7. Claims. The Service Provider waives the right to make any claim whatsoever against any officer, agent or employees of the City for, or on account of, anything done, or omitted to be done, in connection with the drafting or ratification of this contract. In addition, if it is determined that this contract was not drafted or ratified in conformity with Minnesota or federal law, or City of Duluth ordinance or charter provisions, or if the contract includes obligations that are void as to Minnesota or federal law or City of Duluth ordinance or charter provisions, the Service Provider agrees to raise no defense and make no claim against the City on the basis of ratification, laches, estoppel, or implied contract. **The Service Provider understands this provision may affect its rights and may shift liability and specifically agrees to the same.**

8. Data, Records and Inspection.

- a. The City agrees that it will make available all pertinent information, data and records under its control for Service Provider to use in the performance of this Agreement, or to assist Service Provider wherever possible to obtain such records, data and information.
- b. All customer addresses and other data or customer information provided to Service Provider by the City pursuant to this Agreement will be confidential and will not be released by Service Provider without prior authorization from the City.
- c. Records shall be maintained by Service Provider in accordance with requirements prescribed by the City and with respect to all matters covered by this Agreement. Such records shall be maintained for a period of six (6) years after receipt of final payment under this Agreement.
- d. Service Provider will ensure that all costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls,

- invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- e. Service Provider shall be responsible for furnishing to the City records, data and information as the City may require pertaining to matters covered by this Agreement.
 - f. Service Provider shall ensure that at any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination, all of its records with respect to all matters covered by this Agreement. Service Provider will also permit the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

9. Independent Contractors. The parties agree that they are independent contractors, and no agency, partnership, employment or joint venture arrangement shall be deemed to exist by virtue of this Agreement, performance hereunder or otherwise. No employee or independent contractor of Service Provider shall be deemed to have any employment or independent contractor relationship with City by virtue of this Agreement or performance hereunder, and such individuals shall have no claim against City for any employee benefits offered to employees of City.

10. Assignment. Service Provider may not assign this agreement. City may assign this Agreement without the prior written consent of Service Provider.

11. Amendment; Entire Agreement. This Agreement embodies the entire understanding of the parties and there are no other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument signed by the parties.

12. Applicable Law. This Agreement, together with all of its paragraphs, terms and provisions is made in the state of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in "portable document format" (".pdf"), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

14. Captions. The captions contained in this Agreement are solely for convenience of reference and are not part of the Agreement and shall not be used in construing this Agreement or in any way affect the meaning or interpretation of this Agreement.

[Remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first set forth below.

CITY OF DULUTH

SERVICE PROVIDER NAME

By:

By:

Mayor

Representative

Attest:

Its:

City Clerk

Title of Representative

Date Attested: _____

Date: _____

Countersigned:

City Auditor

Date

Approved as to form:

City Attorney

Date

SAMPLE

EXHIBIT A

RESPONSE TO REQUEST FOR BID

**APPENDIX C – REFERENCE DATA SHEET
CITY OF DULUTH
RFP# 24-AA11**

Provide company name, address, contact person, telephone number and appropriate information on the product(s) and/or service(s) used for three (3) or more installations/services with requirements similar to those included in this proposal.

Name of Firm:		
Street Address:		
City, State, Zip:		
Contact Person:		
Phone No.:		Email:
Product(s) &/or Service(s)		

Name of Firm:		
Street Address:		
City, State, Zip:		
Contact Person:		
Phone No.:		Email:
Product(s) &/or Service(s)		

Name of Firm:		
Street Address:		
City, State, Zip:		
Contact Person:		
Phone No.:		Email:
Product(s) &/or Service(s)		

APPENDIX D – COST PROPOSAL
(To be submitted in separate sealed envelope)
CITY OF DULUTH
RFP# 24-AA11

**APPENDIX E – MINIMUM REQUIREMENTS
CITY OF DULUTH
RFP# 24-AA11**

The following items are minimum mandatory requirements. Providers that do not meet any one of these requirements will not be considered.

Please indicate with a check mark if your company meets (YES) or does not meet (NO) the requirement.

Item	Requirement	Yes	No
1	Initial Set Up – NEW UNIFORMS – Provider shall furnish at the start of the program, all brand-new uniforms for all employees in the program.		
2	Dated Garment – All garments shall be labeled with a date when issued to City of Duluth.		
3	Replacement – All replacement uniforms issued during the contract period due to normal wear and tear, damage, loss or new employee hires shall be furnished from the Contractor’s “A” stock and furnished from the same manufacturer as initially selected by the City to ensure uniform standards. “A” stock means best quality, not distinguishable from a new garment, typically brand new with little to no visible wear.		
4	Bag Charges – Must be provided at no additional charge.		
5	Measurements – Provider will measure all employees on-site and within two weeks of award to determine correct sizing.		
6	Male/Female Sizes – All garments are available in both male and female sizes if needed.		
7	Account Representative – An account representative shall be assigned to administer the Contract with the City. This person will be the first point of contact for all questions and problems.		
8	Pick-Up – Provider shall, at the pick-up area designated by the City, individually count shirts and pants picked up from each location. Pick-Up shall take place during normal City business hours.		
9	Delivery – Uniforms shall be individually counted out, packaged and delivered on garment racks to an area designated by each location. Inventory will be clean, fresh and unwrinkled. Uniform shortages will be alleviated within 24 hours.		
10	Delivery Tickets/Invoices – Contractor will invoice the City on a weekly basis (for garments) by individual department and location. All tickets/invoices shall list all items delivered, by employee, and shall contain the printed name, signature and department name of the authorized/designated personnel receiving the items. Delivery shall take place during normal City business hours.		
11	Inventory List - Service Provider to provide an updated list of the inventory being delivered to each site at the end of each year.		
12	Minimum Years of Experience Required – Bidders shall have at least three years of commercial uniform rental experience with comparably sized facilities		
13	Online Services – Ability to pay bills and check invoices online, add new employees, change sizes, quantity changes, extract usage reports, etc.		

**APPENDIX F – PROCEDURES
CITY OF DULUTH
RFP# 24-AA11**

Furnish the following information about your firm's procedures. Provide detailed information that will be used in the evaluation of this bid. Use the space provided to answer all questions. Attach additional sheets if necessary.

A. Delivery and Pick-Up Procedure

Describe routines and steps taken by the delivery person.

B. Tracking Procedure

Describe the procedures and/or cycles that takes place for each piece of uniform from pick-up to delivery.

C. Normal Wear and Tear Replacement Policy

Describe the procedures for replacement due to normal wear and tear.

D. Response Time and Procedure To Address Shortages and Emergency Needs

Specify response time from notification of shortages to any emergency need. Describe your response procedures.

E. Communication Procedure

Describe what responsibilities and authorities the delivery person would have to communicate problems, missing items, replacements, etc.

F. Online Access

Describe how your website works, including how to view account, check inventory, change quantities and how to add or remove items or people.
