

**CITY OF HOMER
INVITATION TO BID**

**OFFICER UNIFORM AND HOMER JAIL LAUNDRY
HOMER POLICE DEPARTMENT**

OCT 29 2014

Sealed bids for Officer Uniform and Homer Jail Laundry will be received at the office of the City Clerk, City of Homer, 491 East Pioneer Avenue, Homer, Alaska, until **2:00 p.m., Thursday, November 20, 2014** at which time they will be publicly opened and read. The time of receipt will be determined by the City Clerk's time stamp. Bids received after the time fixed for the receipt of the bids shall not be considered. **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.** Plan holder registration forms, and Plans and Specifications are available on line at <http://www.cityofhomer-ak.gov/rfps>

This project consists of laundering and pressing officer uniforms and laundering linens from the Homer Jail. Frequency would be at two times per week and at the Homer Police Department's request. Officer uniforms consist of shirts and pants that would be laundered and pressed. Charge is expected to be per article of clothing. Homer Jail linens consist of towels, sheets and blankets to be charged per pound for laundering. Laundered items will be delivered back to Homer Police Department in a timely fashion from pick up date. All laundered items to be accounted for.

Please direct all questions regarding this service to: Chief Mark Robl, Homer Police Department, 4060 Heath Street, Homer, Alaska, 99603, (907) 235-3150

Plan holder registration forms, and Plans and Specifications are available online at <http://www.cityofhomer-ak.gov/rfps> **All bidders must submit a City of Homer Plan Holders Registration form to be on the Plan Holders List and to be considered responsive.**

The City of Homer reserves the right to accept or reject any or all bids, to waive irregularities or informalities in the bids, and to award the contract to the lowest responsive bidder.

Dated this 28th day of October, 2014

City of Homer

Walt Wrede, City Manager

Publish: Homer News November 6 and 13, 2014

Acct. No. 100.0160.5227



City of Homer

www.cityofhomer-ak.gov

Police Department

4060 Heath Street

Homer, Alaska 99603

police@cityofhomer-ak.gov

(p) 907-235-3150

(f) 907-235-3151/ 907-226-3009

LAUNDRY SERVICE BID SHEET

JAIL LINENS PRICE PER POUND:

POLICE OFFICER UNIFORMS PRICE PER ARTICLE:

Shirts:

Pants:

Jacket:

SPECIAL DELIVERY FEE PER TRIP:

CONTRACT FOR
OFFICER UNIFORM AND HOMER JAIL LAUNDRY

This agreement, made this _____ day of November 2014, by and between the City of Homer, an Alaskan municipal corporation, hereinafter referred to as City, and _____, hereinafter called provider.

W I T N E S S E T H:

WHEREAS, the City maintains and operates the Homer Jail facility and is charged with the responsibility for providing *clean linens* to inmates.

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, the parties agree as follows:

1. Provision of Laundry .

Provider agrees to launder and return linens to the Homer Jail. Laundering of Jail linens shall include bleach or bleach alternative as a cleanliness standard. *Linens shall be delivered to the Homer Jail.* Any provider located outside the City limits shall also be required to deliver linens to the Homer Jail. *Pickup and delivery will be on Mondays and Fridays with additional unscheduled requests from time to time.* Provider's fee on a per/pound basis shall be as specified in provider's bid sheet.

Provider specifically understands and recognizes that the City does not control the number of occupants of its jail facility and thus cannot specify the minimum or maximum laundry needs that may be required under this contract.

Police uniforms consisting of shirt, pants and jacket shall be laundered and pressed to professional laundry standards and shall be returned to the Police Department on the immediate next scheduled pick/delivery day after pick up and laundering. Provider's fee on a per article basis shall be as specified in the provider's bid sheet.

Occasional and undetermined requests for additional laundering can occur outside of the specified schedule. Provider's fee on a per additional or special delivery basis shall be as specified in the provider's bid sheet.

Building security protocols will be specified to the laundry provider. Security protocols will be met consistently.

2. License Requirements.

Provider must obtain a State of Alaska business license within 14 days of the bid award and provide proof of proper licensing to the City.

3. Payment.

The City shall pay on a monthly basis for all *laundry services*. An invoice and/or receipt shall be provided with each delivery documenting the number of pounds of Jail linens laundered and returned to the Homer Jail and/or the number of articles of Police uniforms. Police uniforms shall be on separate invoices from Jail laundry. No sales tax shall be included.

A monthly statement shall be submitted to the City no later than the third weekday of the month following the month that the *laundry services were provided*. A copy of all invoices shall be attached to this statement.

5. Term.

This contract shall commence on *date* and expire on *date*, unless terminated earlier or extended as hereinafter provided. All costs of delivery and any administrative costs shall be included in the *laundry services* - no additional charges or fees are permitted; except for providers costs for special delivery services at request of authorized City agents.

7. Renewal Option.

This contract may be extended by written amendment expressing the mutual agreement of both the City and the laundry

provider. Each renewal shall extend this contract for an additional twelve (12) month term from the preceding expiration date, and up to two (2) renewal options may be executed. This contract cannot be extended beyond date.

If the laundry provider wishes to renew this contract, he must serve written notice on the City (Chief of Police) at least sixty (60) days before the existing contract expires. If the City and laundry provider cannot reach a mutual agreement for renewal at least forty-five (45) days prior to the existing contract expiration date, this renewal option shall expire, and the contract shall be publicly re-bid.

8. Termination of Contract.

The City reserves the right to terminate this contract, with two weeks (14 days) notice to the laundry provider for the following causes:

(a) *Laundry and pressing quality is frequently less than specifications;*

(b) Failure to comply with billing requirements and provision of documentation (invoices).

(c) Failure to return all linens and uniforms.

(d) Failure to abide by building security protocols.

9. Hold Harmless Agreement and Liability Insurance.

The provider shall hold the City harmless against any and

all claims of whatever kind including any costs of legal defense thereof, arising from provider's negligent acts or omissions under this contract. Provider shall furnish proof prior to the City's execution of this contract that provider is insured against all claims for personal injury, death or other like claims by a liability carrier acceptable to the City.

10. Alternate Laundry Provider Authorized.

Laundry provider is authorized, should he elect to close his business for a limited number of days (not to exceed thirty in any calendar year), to make arrangements for an alternate *laundry* provider of his choice, subject to the following conditions:

(a) Primary *laundry* provider shall be jointly and severally liable with alternate *laundry* provider for any breach of contract or damages suffered by City as a result of actions of any alternate *laundry* provider.

(b) Primary *laundry* provider shall submit all monthly billing statements/invoices to the police department for all *laundry services provided*, including those *provided* by the alternate *laundry* provider. The City shall neither be billed by, nor remit directly to alternate *laundry* provider.

(c) All *laundry services provided* by the alternate *laundry* provider shall be delivered to the police station.

(d) The City will pay the primary *laundry* provider for *laundry services* by his alternate provider at the standard rates as specified in Article 4 of this contract. Any difference between the standard *laundry* contract price, and the price charged by the alternate *laundry* provider to the primary *laundry* provider shall be paid by the primary *laundry* provider.

(e) Primary *laundry* provider agrees to pay alternate *laundry* provider for any *laundry services* he has provided, within 30 days following the last day of the month in which the *laundry services* were provided.

(f) Alternate *laundry* provider shall comply with all terms and conditions of this contract, including but not limited to; *laundry* specifications, business licensing, and *building security protocols*.

(g) Primary *laundry* provider shall deliver a written notice to the police department, signed by the alternate *laundry* provider, in which the alternate provider shall acknowledge and endorse the terms and conditions of this contract. Notice shall be delivered before any *laundry services* are provided by alternate *laundry* provider. Formal notice shall be as stated in Appendix "A" to this contract.

11. Penalty Provision for Failure to Provide *Laundry Services*.

In the event that *laundry* provider fails to provide the *designated* service, the City may purchase *services* from any other source during the period of non-performance by *laundry* provider. *Laundry* provider hereby authorizes the City to deduct the difference between the contract *laundry* prices, and the costs of the purchased *laundry services*, from the monthly payment to *laundry* provider for the month in which the *laundry services* were actually purchased. An additional penalty of \$25.00 shall be deducted from the monthly payment for each day of non-performance. City shall attempt to *find* comparable *laundry services* to those specified in the contract. This penalty provision shall not constitute a waiver of any of City's remedies for breach of contract.

12. Entire Agreement.

The provisions embodied in this contract contain all covenants, conditions and agreements between the parties and no change or amendment thereof shall occur without the express written agreement of the parties.

13. Assignment.

This contract may not be assigned by provider, in whole or in part, without the express written consent of the City.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of date.

CITY:

CITY OF HOMER

By _____

Walt Wrede, City Manager

PROVIDER:

By _____

Date: _____

THIS IS TO CERTIFY that on this ___ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Alaska, duly qualified, commissioned and sworn as such, personally appeared **Walt Wrede** to me known and known to me to be the City Manager of Homer, Alaska, described in and who executed the above instrument and she acknowledged to me that she signed the same freely and voluntarily for the means and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires: _____

THIS IS TO CERTIFY that on this ___ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Alaska, duly qualified, commissioned and sworn as such, personally appeared _____ to me known and known to me to be the person described in and who executed the above instrument and he acknowledged to me that he signed the same freely and voluntarily for the means and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and notary seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires: _____

APPENDIX "A"

CITY OF HOMER POLICE DEPARTMENT LAUNDRY SERVICE

Primary laundry provider _____ hereby serves notice on the City of Homer that he designates _____ as his alternate laundry provider for the balance of his contract period.

Alternate laundry provider, _____, hereby acknowledges that I/We have read the current Laundry Service

Contract and I/We agree to abide by all terms and conditions therein.

Business Name

Phone

Signature

Owner/Authorized Agent for

Alternate Laundry Provider

Subscribed and Sworn to before me this _____ day of _____,
2014.

Notary Public for the State of Alaska

My Commission Expires: _____

NOTE: PROOF OF BUSINESS LICENSE MUST BE ATTACHED TO THIS
NOTICE