

RESOLUTION R-21-01

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM PRIDE CLEANERS, A BUSINESS LOCATED AT 6006 NORTH ANTIOCH ROAD, GLADSTONE, MISSOURI, FOR LAUNDRY AND DRY CLEANING SERVICES AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR SUCH SERVICES.

WHEREAS, the City of Gladstone has a need for laundry and dry cleaning services on a regular basis, particularly for uniforms and other items used by the Public Safety Department; and

WHEREAS, a Request for Proposals (RFP) was published soliciting laundry and dry cleaning services for the uniforms of the Public Safety Department; and


WHEREAS, the proposal offered by "Pride Cleaners," a Gladstone business located at 6006 N. Antioch Road, met all the terms and specifications required and offered costs for services that was determined to be reasonable, and is recommended by Public Safety Staff.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, AS FOLLOWS:


THAT, the City Manager of the City of Gladstone, Missouri, be and is hereby authorized to accept the proposal from "Pride Cleaners," 6006 N. Antioch Road, and is authorized to execute a contract to that effect in substantially similar form as the contract attached hereto.

Uniform Pants	\$3.00 per item
Uniform Shirts	\$3.00 per item
Dress Shirts	\$2.19 per item
Dress Pants	\$3.00 per item
Sport Coat/Suit Jacket	\$3.00 per item
Tie	\$3.00 per item
Uniform Jacket/Coat	\$3.00 per item
Body Armor Carrier	\$3.00 per item
Bunker Gear	\$3.00 per item
Blankets	\$1.50 per pound

INTRODUCED, READ, PASSED AND ADOPTED BY THE COUNCIL OF THE CITY OF GLADSTONE, MISSOURI THIS 11th DAY OF JANUARY, 2021.


Jean B. Moore, Mayor

ATTEST:


Ruth Bocchino, City Clerk



Request for Council Action

RES ☒ # R-21-01

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 12/22/2020

Department: Public Safety

Meeting Date Requested: 1/11/2021

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Contract for dry cleaning services with Pride Cleaners, 6006 N. Antioch Road.

Background: The Public Safety Department has a need for dry cleaning services for uniforms and other items used by department personnel on a regular basis. A request for proposals (RFP) was published and a response was received from Pride Cleaners. Pride Cleaners met all the terms of the RFP and the costs for services in proposal submitted by Pride Cleaners is reasonable. Public Safety Department staff recommend accepting the proposal submitted by Pride Cleaners

Budget Discussion: Funds are budgeted in the amount of \$ 12,000.00 from the General Fund and \$5,000.00 from the PSST Fund. Ongoing costs are estimated to be \$ annually. Previous years' funding was \$17,000.00

Public/Board/Staff Input:

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Mike Hasty
Department Director/Administrator

JM
City Attorney

SW
City Manager

CONTRACT FOR LAUNDRY AND DRY CLEANING SERVICES

This Contract is made and entered into by and between the City of Gladstone, Missouri, a statutory Third Class City, a political subdivision, acting by its Public Safety Department, hereinafter referred to as "City," and "Pride Cleaners," a Missouri Corporation, hereinafter referred to as "Pride Cleaners." The City and Pride Cleaners may be referred to collectively as the "Parties."

WHEREAS, City made a Request for Proposals from laundry and dry cleaning businesses for the cleaning of police and fire uniforms, along with laundry services for other items used by the Public Safety Department; and,

WHEREAS, Pride Cleaners responded to the Request and was determined to be the best and lowest bid.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

TERM

The term of this Contract will be for a period of two (2) years beginning on the 1st day of January, 2021. At the City's request the Contract may be renewed for two successive years on the same terms and conditions. No action is required of City to renew but if City does not intend to renew the Contract it shall notify Pride Cleaners no later than 30 days prior to the end of the respective 12-month term that the Contract will not be renewed.

SERVICES AND PAYMENT

Uniform Pants	\$3.00 per item
Uniform Shirts	\$3.00 per item
Dress Shirts	\$2.19 per item
Dress Pants	\$3.00 per item
Sport Coat/Suit Jacket	\$3.00 per item
Tie	\$3.00 per item
Uniform Jacket/Coat	\$3.00 per item
Body Armor Carrier	\$3.00 per item
Bunker Gear	\$3.00 per item
Blankets	\$1.50 per pound

Pride Cleaners agrees to perform all cleaning within 48 to 72 hours of delivery with rush jobs available. Pride Cleaners will invoice the City the last day of each month for payment and City will submit payment for each invoice within 14 days thereafter.

A separate Invoice will be submitted for each officer. The Invoice shall include the date of each delivery, the Officer's name, the Officer's Serial Number, Ticket Number, Amount due, and the Officer's signature. City will provide a form for this information. A copy of this form is attached hereto.

INDEPENDENT CONTRACTOR

Pride Cleaners agrees to perform the services solely as an Independent Contractor. The parties agree that this Contract does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. Pride Cleaners is not authorized to enter into or commit City to any agreements, and Pride Cleaners shall not represent itself as the agent of the City.

Pride Cleaners shall not be entitled to participate in any of the City's employee benefits, including without limitation, any health or retirement plans. Pride Cleaners shall not be entitled to any remuneration, benefits or expenses other than as provided for in this Contract.

EARLY TERMINATION

The City may early terminate this Contract based upon poor quality of service and/or if Pride Cleaners fails to turn around cleaning jobs within 72 hours. City shall provide no less than thirty (30) days' notice to Pride Cleaners for an early termination.

In the event of termination by City or non-renewal of either the second or third term, City's sole obligation shall be to pay monies due Pride Cleaners for services already acceptably performed. In no event shall City be liable for any consequential, incidental or special damages. Upon demand Pride Cleaners agrees to return all City-owned and/or City employee-owned property in its possession to City if this Contract is terminated or non-renewed.

Pride Cleaners waives any and all right to injunctive relief in the event of any dispute with City, and Pride Cleaners' sole remedy in such a dispute shall be at law.

INDEMNIFICATION

The City shall not be liable for injury or death occurring to Pride Cleaners or any of its employees or other assistants in the course of performing this Contract.

Pride Cleaners hereby agrees to indemnify and hold harmless the City, and its officers, employees, and selected officials, from any damages, claims, liabilities, and costs, including reasonable attorneys' fees, or losses of any kind or nature whatsoever which may in any way arise from the services performed by Pride Cleaners hereunder.

GENERAL TERMS

CHOICE OF LAW. This Contract shall be governed and construed in accordance with the laws of the State of Missouri applicable to public contracts made and fully performed therein. Both parties submit to the jurisdiction of said courts for purposes of any such suit or proceeding, and waive any claim that any such forum is an inconvenient forum.

SOVEREIGN IMMUNITY. City enjoys the protections of statutory and common law sovereign immunity. By entering into this Contract, City does not waive sovereign immunity. City purchases general liability insurance to protect itself from those specific statutory exceptions to sovereign immunity found in Missouri law and for claim in general. By purchasing liability insurance, City does not waive sovereign immunity. Pride Cleaners acknowledges that any judgement for damages against City is capped by Missouri statutes. In addition, no judgment for punitive damages may be entered against City.

RIGHT TO SUE. Pride Cleaners specifically waives the right to sue any individual City employee, officer or elected official.

ASSIGNMENT. Pride Cleaners may not, without the written consent of City, assign, subcontract, or delegate its obligations under this Contract or the right to receive any amounts which may be payable to it for performance under this Contract.

ENTIRE CONTRACT. This Contract represents the entire Contract between the parties. This Contract may not be amended, changed, or supplemented in any way except by written agreement signed by both parties.

INCORPORATE DOCUMENTS. All documents included the Requests for Proposals issued by the City, including, but not limited to, the Request for Proposal itself and all documents provided in response to the Request for Proposals, are hereby incorporated in this Contract as if fully set forth herein.

IN WITNESS WHEREOF, THIS CONTRACT IS EXECUTED THIS 11th DAY OF January, 2021.

City of Gladstone, Missouri


By: Scott Wingerson, City Manager

Pride Cleaners


By:

ATTEST:

 1/13/21
By: Ruth Bocchino, City Clerk