



AGREEMENT FOR SUPPLY OF G&K SERVICES

FOR

BUY BOARD MEMBER Williamson County



Bid # 507-16

Service Agreement Number 1005501

This Agreement, including the terms below, on the reverse, and on any attached written addenda and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into between Customer and G&K Services ("G&K"), as of the Effective Date. Customer and Effective Date are identified below.

1. G&K Agrees With Customer:

- To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- To provide **G&K Service Guarantees**:
 - G&K will **deliver all Merchandise** to Customer, picked-up by G&K on a regularly scheduled delivery day, by the next scheduled delivery day;
 - G&K will clean all Merchandise using **high standards** in laundering methods;
 - G&K will **inspect, repair and deliver** to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - G&K will deliver to Customer all Merchandise in a **clean and useable condition** on the next scheduled delivery day;
 - G&K will deliver to Customer, **on the next regularly scheduled delivery day**, replacement or additional uniforms ordered of a similar size and color as those in service at Customer, provided G&K receives the order on a regular delivery day;
 - G&K will **replace worn-out Merchandise** on the next regularly scheduled delivery day **with Merchandise meeting G&K's high quality standards**, at no additional charge to Customer except for Merchandise damaged or lost and except for charges for preparation, nametags or emblems, and embroidery;
- To issue a **credit to Customer's account** equal to the weekly charge for the item of Merchandise affected, to the extent G&K Service Guarantees are unmet.
- To **review with Customer** its account for Services and Merchandise as needed or upon request.
- To remain committed to **meeting or exceeding Customer's needs**, and to **respond to any** Customer service request or concern within 48 business hours after receipt by a G&K representative.

If G&K materially fails to provide Services or Merchandise required under this Agreement, Customer will deliver written details of the failure to the G&K office serving Customer, and G&K then has 60 days to correct it. The failure will be considered corrected unless within 10 days after this sixty-day period Customer delivers to the G&K facility serving Customer a second written notice showing the failure is continuing. If this Agreement then is cancelled, Customer will pay G&K all amounts then due, return all rental items to G&K in good and usable condition, and pay the replacement value for all lost, damaged and/or unreturned rental items.

2. Customer Agrees With G&K:

- Customer has no commitment to any other company** for Services or Merchandise described in or otherwise covered under this Agreement, the individual signing for Customer is authorized to enter into this Agreement on Customer's behalf, and this Agreement, when signed on behalf of Customer will constitute a legal binding obligation of Customer, enforceable against Customer;
- To **order from G&K all its requirements** for the type of Merchandise and Services covered under this Agreement during the time this Agreement is in effect;
- To **pay the fees** for all Merchandise and Services supplied by G&K under this Agreement, based on 52 weeks per year of service, as follows:
 - In cash on the regular delivery day or, if G&K has approved credit for Customer, within 10 days after the date of each invoice delivered; provided that G&K may, at any time, convert any account to a cash on delivery basis;
 - Annual increases in prices as invoiced by G&K for Merchandise and Services **at the rate of 2% annually on the anniversary date of the Agreement**
 - All charges shown on G&K invoices for additional items, such as additional orders for Merchandise and Service, charges for any embroidery, seasonal changeovers, exchanges, outsizes, automatic replacement, Image Guard program, special services programs, replacement values for Merchandise lost or damaged (ordinary wear and tear excepted) while in possession of Customer.
 - At any time while this Agreement is in effect, a minimum of 75% of the average weekly fees invoiced by G&K to Customer during (a) the first 8 week period under this Agreement, or (b) any lesser period from commencement of this Agreement if Customer has not yet had 8 weeks of weekly invoices; and
 - G&K's then current replacement values for all embroidered or permanently embellished, non-standard and/or unreturned Merchandise provided to Customer by G&K under this Agreement at the time this Agreement expires or is terminated for any reason.
- To notify G&K in advance of service of anything that may pose a health or environmental hazard, as for example Merchandise containing lead or blood borne pathogens, except as approved in advance by G&K in writing;
- Customer agrees to defend, indemnify, and hold harmless G&K, its directors, officers, agents and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of suits, claims and demands by reason of injury or death of any person(s) or damages to any property which directly arises out of the negligent act or omission of Customer, to the extent permitted by law and without waiving any applicable immunity rights. G&K agrees to defend, indemnify, and hold harmless Customer its directors, officers, agents, and employees from and against any and all claims, demands, losses, and expenses, including attorney fees, arising out of suits, claims and demands by reason of injury or death of any person(s) or damage to any property which directly arises out of the negligent act or omission of G&K; and

3. Term: Renewal: Early Termination.

- This Agreement takes effect as of the Effective Date and continues for the term of **36 months ("Initial Term")** from the later of (a) the Effective Date or (b) the date G&K first delivers Merchandise to Customer, and then renews automatically and continuously for successive periods of **12 months each ("Renewal Term")**, unless either party gives the other party written notice of non-renewal at least 90 days, but no more than 180 days, prior to expiration of the Initial Term or 30 days during any Renewal Term. Notwithstanding the foregoing, this Agreement is subject to the non-appropriations clause, and may be terminated at any 12-month increment of the Initial Term if funding for the upcoming year is not available and prompt written notice of the same is provided to G&K.

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT, AND IN ANY ATTACHED ADDENDA, ARE A PART OF THIS AGREEMENT.
THIS AGREEMENT IS NOT BINDING ON G&K UNTIL SIGNED BY G&K MANAGEMENT BELOW.

Customer Name _____

Address _____

Accepted By _____

Name and Title (printed) DAVID A. GATTI

Effective Date 07-13, 20 17

G&K SERVICES

Sales Signature David A. Morales Jr.

Printed Name and Title David A. Morales Jr. Route Specialist

Management Signature _____

Printed Name and Title _____

Route _____, Day _____ Customer Number: _____

A. EARLY TERMINATION.

Customer may terminate this Agreement for his own convenience at any time, provided that Customer must give written notice to G&K at least 90 days, but no more than 180 days, prior to the effective date of termination stated by Customer in the notice, complies with the requirements of Paragraph E below, and pays an Early Termination Fee. The Early Termination Fee is intended to provide to G&K a return on its investment in Customer's image program and shall be calculated, as follows: multiply the number of weeks remaining in the Initial Term or Renewal Term, as the case may be, following the date of termination by either (a) an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during the 8 weeks preceding the date of Customer's notice of termination, or (b) if Customer terminates this Agreement before Customer has 8 weeks of average weekly invoices, by an amount equal to 50% of average weekly invoices for any lesser period of time. In the event Customer fails in any of its commitments under this Agreement, G&K may suspend its performance or terminate this Agreement within 30 days after the date G&K provides notice to Customer of the failure, in which case Customer will meet each of the conditions described in this paragraph, including paying G&K the Early Termination Fee.

B. CUSTOMER ACKNOWLEDGES THAT G&K HAS INVESTED IN MERCHANDISE AND PERSONNEL IN RELIANCE ON THIS AGREEMENT, THAT G&K IS ENTITLED TO A RETURN ON THIS INVESTMENT, AND THAT THE PAYMENT OF FEES AND CHARGES, INCLUDING THE EARLY TERMINATION FEE, REPRESENT THIS RETURN ON INVESTMENT OVER THE TERM OF THIS AGREEMENT.

C. All rental Merchandise supplied to Customer under this Agreement remains the property solely of G&K.

D. G&K MAKES NO WARRANTIES, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE MERCHANDISE OR THE SERVICES SUPPLIED UNDER THIS AGREEMENT OTHER THAN THOSE SPECIFICALLY DESCRIBED IN THIS AGREEMENT. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE APPROPRIATE FOR CUSTOMER AND ACKNOWLEDGES THE MERCHANDISE SUPPLIED UNDER THIS AGREEMENT IS SUPPLIED FOR GENERAL PURPOSES, UNLESS SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT", "FLAME RESISTANT" OR FOR OTHER SPECIAL PURPOSE. G&K MAY NOT BE THE MANUFACTURER OF THE MERCHANDISE AND HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, REGARDING THE QUALITY, SAFETY OR SUITABILITY OF THIS MERCHANDISE FOR USE BY CUSTOMER.

E. As of the effective date of any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all Merchandise in good and usable condition or pay G&K's replacement value for any Merchandise not returned or that is returned in damaged condition, will purchase at G&K's then replacement value all embroidered, permanently embellished, non-standard or special order Merchandise, and will pay to G&K all amounts owed to that date under this Agreement, including, without limitation, all accounts receivable, replacement value for all lost or damaged Merchandise, plus, if applicable, the Early Termination Fee.

F. Any claim or dispute between the parties, arising from, or relating to, this Agreement will be governed by Minnesota law, without regard to its conflicts of law provisions. Any claim or dispute must be resolved only as provided in this Section. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to promptly resolve the claim or dispute, including by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. If the parties are unable to resolve the dispute through negotiation, then G&K may elect to require a mediation of the dispute through a neutral party under rules of an established mediation center. Each provision of this paragraph is enforceable by any court having jurisdiction over the parties, and either party may seek injunctive relief for this purpose. Customer will reimburse G&K for all costs, including attorneys' fees, incurred by G&K to enforce the commitments of Customer under this Agreement and this paragraph.

G. Any interruption of G&K's usual operations, or delay or termination of service provided in this Agreement, by reason of acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of G&K, will not be considered a failure or a liability under this Agreement.

H. THE REMEDIES FOR CUSTOMER DESCRIBED IN THIS AGREEMENT ARE THE SOLE REMEDIES FOR G&K'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT AND, IN ANY EVENT, G&K'S LIABILITY FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED THE PRICE OF FEE PAID FOR AN ITEM OF MERCHANDISE THAT FAILS TO COMPLY WITH G&K'S GUARANTEE. G&K IS NOT LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST WAGES, REVENUE, PROFIT, OPPORTUNITY, DATA OR LOSS OF USE), EXEMPLARY OR PUNITIVE DAMAGES.

I. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining terms and conditions will remain in full force and effect. This Agreement constitutes the entire agreement and supersedes all prior oral or written agreements between the parties regarding the matters covered by this Agreement. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement. No amendments to this Agreement will be binding unless in writing signed by representatives of both parties having the apparent authority to do so or as otherwise indicated in this Agreement.

J. All notices permitted or required under this Agreement must be in writing and transmitted by personal delivery, a nationally recognized overnight courier service, certified or registered mail, returned receipt requested, or facsimile (with confirmation). Notices shall be sent to the addresses specified on the first page of this Agreement or to such other address as either party may specify in writing.



ADDENDUM TO G&K SERVICES SERVICE AGREEMENT

410 Probandt
San Antonio, TX 78204

SERVICE AGREEMENT NUMBER

1005501

CUSTOMER

Williamson County Road and Bridge/ Fleet

PHONE NUMBER

(512) 943-3353

ADDRESS

3151 South East Inner Loop Ste B Georgetown, TX 78626

MERCHANDISE/SERVICE ITEMS

ITEM DESCRIPTION	NUMBER OF PERSONS/QT.	INVENTORY PER PERSON/ITEM	CHARGE PER ITEM/UNIT PRICE	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE	NON-STANDARD (✓)
Industrial Shirt SS & LS (ALL COLORS)			\$0.145	Weekly	\$17.32	
Cotton Shirts SS & LS (ALL COLORS)			\$0.214	Weekly	\$21.48	
Industrial Micro-check Shirts LS & SS (ALL COLORS)			\$0.195	Weekly	\$17.32	
Industrial Pants (ALL COLORS)			\$.145	Weekly	\$17.32	
Dickies Cargo Pants			\$0.391	Weekly	\$28.12	
Industrial Cotton Coveralls (ALL COLORS)			\$0.491	Weekly	\$37.88	
3*4 Track Control Mat			\$1.08	Weekly	\$63.86	
4*6 Track Control Mat			\$2.16	Weekly	\$96.34	
Orange Shop Towels Bagged 18*18			\$0.037	Weekly	\$0.44	
Fender Covers			\$0.27	Weekly	\$6.49	
Touch Free Soap Dispenser			\$5.50	Weekly	\$33.11	
Air Freshener Dispenser			\$2.12	Weekly	\$22.28	

COMMENTS Williamson County is requesting a complete change out from Industrial to Cotton Shirts for both Fleet and R&B. There will be a charge of \$5.00 per garment for each wearer who participates in the change out.

AMOUNT		AMOUNT		AMOUNT	
Preparation	N/A	Outsize/Special size	15 % / 15 %	Lockers/Soil lockers	\$2.95 / \$2.95
Nettag	N/A	Image Guard		Auto replacement (Wipers)	7 %
Emblem	N/A	Environmental WW CHRG	% / \$ min.	Auto replacement (Flat)	2 %
Direct embroidery	\$6.00 ea.	Energy CHRG	2 % / \$ min.	Auto replacement (Fluff)	2 %

Customer and G&K agree that Merchandise/Service Items listed above shall be governed by the provisions of the Service Agreement between Customer and G&K, which provisions are incorporated by reference into this Addendum.

CUSTOMER AUTHORIZATION		G&K SERVICES AUTHORIZATION	
CUSTOMER SIGNATURE		PROFESSIONAL SALES SIGNATURE <i>David A. Morales Jr.</i>	DATE 3/27/17
PRINTED NAME		PRINTED NAME David A. Morales Jr.	TITLE Route Specialist
TITLE		G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE
DATE		G&K MGMT PRINTED NAME	TITLE

Delivering Uniform Service Excellence:



- ✓ Rental Agreement term, 36 months. On the anniversary date of the Agreement, prices will be increased by 2%.
- ✓ All garments, excluding lease program, will have the steam tunnel finish, with the exception of the Executive Shirts & Executive Pants, for they are pressed.
- ✓ Shirts are available in long or short sleeves (unless noted), both at the same price.
- ✓ Customers can choose to have any or all garments pressed. There will be an additional cost of \$0.25 per pressed garment.
- ✓ There will be a design fee to create a Direct Embroidery logo.
- ✓ Direct embroidery applied per garment = \$6.00
- ✓ There will be a Buy Back charge for all garments with Direct Embroidery, and on Executive Shirts (defined as any shirt with a buttoned down collar) & Polo Knit Shirts with any type of embellishments at the current garment replacement cost.
- ✓ Minimum Stop \$25.00
- ✓ Energy Surcharge 2% of invoice total.
- ✓ No charge for Waste Water, Prep, Emblems, or Nametags.
- ✓ There is a one-time Swing Suit fee, charged by the unit rental price of garment selected, and is applied on the initial order of the garment.
- ✓ There will be an automatic replacement charge of 7% on shop towels and 2% on bar, kitchen, and glass towels. The total will be based on the circulating inventory at the replacement price of item.
- ✓ 15% up charge on Oversized garments:
 - Shirts**
 - Size 2XL to 5XL (*Shirts 6XL and over will have an up charge of 35%*)
 - Sleeve length 36 & over
 - Long tails
 - Pants**
 - Men's waist size 44 to 58 (*Pants with a waist size of 60 & over will have an up charge of 35%*)
 - Men's lengths 34 and above
 - Ladies size 22 to 32
 - (*Ladies Pants from 32 and over will have an up charge of 35%*)

Customer Acceptance Signature: _____

Date: 08-13-2017