



AGREEMENT FOR SUPPLY OF G&K SERVICES
FOR
BUY BOARD MEMBER Fort Bend County, Texas
Service Agreement Number 001719



Bid # 507-16

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:**

- o To provide services ("Services") and merchandise ("Merchandise") listed on any attached Addenda, or added verbally or in a separate writing by Customer.
- o To provide **G&K Service Guarantees:**
 - o G&K will measure and properly fit each employee, including new employees hired during the contract period, at Customer facilities.
 - o 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;
 - o G&K will clean all Merchandise using **high standards** in laundering methods;
 - o G&K will **inspect, repair and deliver** to Customer, on the next scheduled delivery day, all Merchandise needing repair that can reasonably be repaired;
 - o G&K will deliver to Customer all Merchandise in a **clean and useable condition** on the next scheduled delivery day;
 - o 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;
 - o 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;
- o 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.
- o To **review with Customer** its account for Services and Merchandise as needed or upon request.
- o To comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations in any manner affecting the performance of this Agreement.
- o 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 10 days to correct it. The failure will be considered corrected unless within 10 days after this 10-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:**

- o 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;
- o 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;
- o 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:
 - o Within 30 days of receipt of each invoice delivered; Annual increases in prices as invoiced by G&K for Merchandise and Services at the rate of 2% annually on June 2nd of each year.
 - o All approved 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.
 - o Values at the time of placed order 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.
- o 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;

3. **Term: Renewal: Early Termination.**

- o This Agreement takes effect as of the Effective Date and continues for the term of 36 months ("Initial Term") from the Effective Date 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 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 Fort Bend County
Address 301 Jackson, Richmond TX
Accepted By [Signature]
Name and Title (printed) Robert Hebert,
County Judge
Effective Date September 27, 2016

G&K SERVICES

Sales Signature [Signature]
Printed Name and Title Byron Lange Sr. Acct Mgr
Management Signature [Signature]
Printed Name and Title Russ Harsch - GM
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. 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.

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

C. 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.

D. The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

E. 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.

F. Taxes. County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes. A copy of a tax-exempt certificate will be furnished upon request.

G. 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.

H. 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.

I. Confidential Information. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Contractor shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

J. G&K shall indemnify and save harmless Customer from and against all claims, liability, and expenses, including reasonable attorneys fees arising from activities of G&K, its agents, or employees, performed under this Agreement that result from the negligent act, error, or omission of G&K or any of G&K's agents, servants or employees.

K. In the performance of work or services hereunder, G&K shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of G&K or, where permitted, of its subcontractors. G&K and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.



- √ Rental Agreement term, 36 months. On June 1st each year 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: _____