

## UNIFORM SERVICE BID #15-600-012 EVALUATION

After evaluating both bids, the bid submitted by G&K Services does not meet the specifications set out by the bid. Mainly there is an attached agreement that includes terms the county cannot agree to including a 36 month agreement requirement. The bid specifically said 1 year, FY to FY with optional renewals.

It would be my recommendation to award the bid in its entirety to Unifirst.

Both companies are on Buyboard and after reviewing them, G&K would still require the additional agreement stated above. The pricing from Unifirst is better on the bid submitted than on Buyboard. The bid would be less tedious in administration than the procedures set up for Buyboard.

I have attached the bid tabs for your review.

Sincerely,

Diana Alexander

Wise County Asset Manager

**WISE COUNTY, TEXAS  
INVITATION TO BID 15-600-012  
UNIFORM SERVICE**

Bid Opening: 10:00 a.m., Thursday, August 7, 2014

**VENDOR  
DATE & TIME**

<b>TYPE OF UNIFORM</b>	<b>G&amp;K Services Coppell, TX 8/7/14 9:24am</b>	<b>Unifirst Ft Worth, TX 8/5/2014 9:29am</b>
100% cotton shirts	.214	.24
denim shirts(Big Ben or equal)	.391	.27
shirts (65 polyester/35 cotton)	.145	.18
oxford shirts (button down collar)	.218	.23
chambray shirts (pearl snaps)	.223	.27
mini-plaid shirts or equal	.195	.34
exxon shirts	.145	.23
gm shirts	.145	.31
jackets(permalined or equal)	.27	.55
wrangers	.473	* see below
big ben jeans or equal	.244	.29
pants (65 polyester/35 cotton)	.145	.22
coveralls	.409	.62 coverall/.55 overall
3x4 mats	1.08	2.50
4x6 mats	2.16	3.50
3x10 mats	2.70	4.25
3x5 scraper	1.56	2.00
18x18 wipers	.037	.08
replacement	.44	<u>2% @.25</u>
Bar Towels	.077	.14
replacement	.64	<u>2% @.35</u>
60" dry mop	.78	1.25
handle/frame	0	0
air freshener	2.12	1.70
scan/receipt	no	yes
starch	yes/add \$1.50 for heavy	yes
days to provide	60	7-14

G&K auto replacement of 7% on shop towels and 2% on bar towels

Unifirst Wrangers 20X and Riata .70/all others .48



AGREEMENT FOR SUPPLY OF G&K SERVICES FOR



BUY BOARD MEMBER \_\_\_\_\_

Bid # 416-12

603 Airline Drive
Coppell, Texas 75019

Service Agreement Number \_\_\_\_\_

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, and any added verbally as described below, all of which are incorporated by this reference, ("Agreement") is entered into by the Customer referenced above 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's 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 standard 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 of a standard size and color 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; and
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:
Within 10 days after the date of each invoice delivered;
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 \_\_\_\_\_

G&K SERVICES

Address \_\_\_\_\_

Sales Signature \_\_\_\_\_

Accepted By \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Name and Title (printed) \_\_\_\_\_

Management Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Effective Date \_\_\_\_\_ 20 \_\_\_\_\_

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.**



- √ 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. Executive Shirts and Executive Pants are pressed at no additional cost.
- √ Shirts are available in standard long or short sleeves (unless noted), both at the same price.
- √ Customers can choose to have all garments pressed. There will be an additional cost of \$0.25 per pressed garment. For heavy starch, there will be additional cost of \$1.50 per starched garment.
- √ 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 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 listed:

**Shirts**

Size 2XL to 5XL (*shirts 6XL and over will have an up charge of 35%*)

Sleeve length 36 and over (*extra long sleeve*)

Long tails

**Pants**

Men's waist size 44 to 58 (*pants with waist size of 60 and over will have an up charge of 35%*)

Men's and Ladies lengths 36 and over (*extra long inseam*)

Ladies waist size 22 to 32 (*ladies with waist size of 32 and over will have an up charge of 35%*)

Customer Acceptance Signature: \_\_\_\_\_

Date: \_\_\_\_\_