CITY OF GAUTIER
MEMORANDUM

To: Samantha Abell, City Manager

From: Cindy Steen, Purchasing Agent

Through: Cindy Russell, City Clerk

Date: September 9, 2013th

Subject: G&K Uniform Service

REQUEST:
City Council authorization is requested for the City to approve the Contract Agreement between the City and G&K Uniform Services.

BACKGROUND
The terms and conditions of this contract are for 60 months unless either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the initial term. This contract will provide uniforms for City employees' that were not privatized.

RECOMMENDATION:
Based on the contract provided, it is recommended that the Council approve the contract with G&K Uniform Service.

The City Council may:

1. Approve the contract from G&K Uniform Services
2. Disapprove the contract from G&K Uniform Services

ATTACHMENT(S):
Yes

G&K SERVICES

G&K SERVICES SERVICE AGREEMENT	G&K Address 701 ST. ANTHONY STREET MOBILE, AL 36603	SERVICE AGREEMENT NUMBER C000000
CUSTOMER CITY OF GAUTIER		PHONE NUMBER 228-497-3518
ADDRESS 3330 HWY 90 GAUTIER MS 39553		

This Service Agreement, including the terms and conditions set forth below and in any attached written addenda, all of which are incorporated herein by this reference (collectively, "**Agreement**"), is entered into by the **Customer** referenced above and G&K Services, Inc. or one of its affiliates or subsidiaries ("**G&K**"). G&K agrees to provide the services and merchandise listed in this Agreement.

G&K's Service Guarantee:

- G&K will deliver to Customer all merchandise picked-up by G&K on a regularly scheduled delivery day by the next regularly 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 regularly scheduled delivery day, all merchandise needing repair that can reasonably be repaired;
- G&K will deliver to Customer, on the next regularly scheduled delivery day, replacement or additional uniforms ordered of a standard size and color and which are similar size and color as those in service at Customer, provided that 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 garment preparation charges;
- G&K will review with Customer, Customer's account for services and merchandise as needed or upon request; and
- G&K will meet or exceed Customer's needs, and respond to any Customer service request or concern within one business day.

THE G&K CUSTOMER PROMISE

G&K Services enhances your company's image and safety by consistently providing superior customer service and high quality work apparel and facility products and services. Our commitment to **Service Excellence** allows you to focus on what you do best while we focus on what we do best.

As a valued customer of G&K Services, we promise you that:

Deliveries are complete, on time, and in good repair

Billing is simple, accurate, and predictable

Your needs are met promptly

If G&K fails to satisfy its Service Guarantee with respect to a particular piece of merchandise or a specific service, upon receipt of written notice from Customer, G&K will promptly undertake to correct the failure and issue Customer a credit for the specific item(s) or service(s) for the applicable service period. If G&K consistently fails to satisfy its Service Guarantee, Customer agrees to deliver written details of any failure to G&K. Upon its receipt, G&K will promptly undertake to correct any such failure, and will do so within **60** days. If G&K fails to correct the specific issue(s) within **60** days, Customer may terminate this Agreement by giving written notice of termination within 15 days after the end of such **60**-day period, provided all amounts due G&K are paid, G&K's merchandise is returned to G&K in good and usable condition (excepting ordinary wear and tear), or replacement value is paid for all G&K's merchandise that is unreturned or damaged and/or Non-standard Merchandise (as identified in the table below).

MERCHANDISE/SERVICE ITEMS

ITEM DESCRIPTION	NUMBER OF PERSONS/QTY.	INVENTORY PER PERSON/ITEM	CHARGE PER ITEM/UNIT PRICE	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE	NON-STANDARD (✓)
INDUSTRIAL SHIRT		11	3.45	WKLY	21.07	
INDUSTRIAL PANT - SHORTS		11	3.45	WKLY	28.07	

COMMENTS

	AMOUNT		AMOUNT		AMOUNT
Preparation	PREP GUARD	Outsize/Special size	30 % / 30 %	Lockers/Soil lockers	/
Nametag		Image Guard		Auto replacement (Wipers)	5 %
Emblem		Environmental WW CHRG	11.17 % / $ min.	Auto replacement (Flat)	%
Direct embroidery		Energy CHRG	$8.82 % / $ min.	Auto replacement (Fluff)	%

This Agreement shall be effective and binding on Customer as of the date of execution by Customer. The initial term of this Agreement shall be **60** months ("Initial Term") from the date of installation. Following the end of the Initial Term, this Agreement shall renew automatically and continuously for successive periods of **60** months each (each, a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 90 days prior to the expiration of the Initial Term or any Renewal Term or otherwise terminates this Agreement as provided herein.

Delivering Uniform Service Excellence:

SERVICE AGREEMENT NUMBER
0

1. Customer agrees to pay all amounts invoiced by G&K under this Agreement even if Customer requests reduced or no service for a particular week or weeks. If G&K has extended credit to Customer, payment terms are net 10 days after the end of the month in which delivery was made. A late payment charge equal to the lesser of 1.5% per month or the highest rate permitted by law will be charged on any past due amounts. G&K may elect at any time to revoke credit and continue to provide merchandise or service only on a cash-on-delivery basis. Annually, G&K may increase amounts charged hereunder by up to **5%** over existing amounts. G&K may also separately increase such amounts, provided that G&K will provide advance written notice to Customer in the event such separate increases are required. At any time while this Agreement is in effect, G&K will charge Customer a minimum of the greater of $ **25** or 75% of the average weekly amounts invoiced by G&K to Customer for merchandise and service provided during (a) the first eight deliveries, or (b) any lesser period from commencement of this Agreement. Customer will also pay G&K for any of G&K's merchandise that is lost or damaged (ordinary wear and tear excepted), the price for which shall be G&K's then current replacement value.
2. All rental merchandise supplied to Customer under this Agreement remains the property of G&K. Any merchandise designated as "NOG" (or similarly) is Customer's property.
3. Customer agrees to notify G&K in writing of anything introduced onto the merchandise that may pose a health or environmental hazard or risk, or which requires unique handling, e.g., merchandise contaminated or which may be contaminated with lead or other heavy metals, bloodborne pathogens, toxic or hazardous waste or materials. G&K reserves the right not to handle or process any merchandise soiled with any such substances.
4. Absent G&K's gross negligence or willful misconduct, Customer agrees to be responsible for and hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths arising directly or indirectly from provision of merchandise, Non-standard merchandise and/or services to Customer or the use thereof by Customer or others.
5. Customer represents that it has no commitment to any other company for services, merchandise or Non-standard merchandise described in or otherwise covered under this Agreement. Customer agrees to order from G&K all of its requirements for the type of merchandise, Non-standard merchandise and services provided by G&K to Customer under this Agreement. The individual signing this Agreement for Customer is authorized (or possesses the requisite apparent or actual authority) to enter into this Agreement on Customer's behalf.
6. Upon any termination, expiration or cancellation of this Agreement for any reason, Customer will return to G&K all of G&K's merchandise in good and usable condition (excepting ordinary wear and tear) or pay G&K's then current replacement value for any such merchandise not returned or that is returned in damaged condition, will purchase at G&K's then current replacement price all Non-standard Merchandise and will pay to G&K all amounts owed under this Agreement, including all accounts receivable, plus, if applicable, the early termination fee.
7. In the event Customer fails in any of its commitments under this Agreement or files voluntary or involuntary bankruptcy or a receiver is appointed, G&K may, at its discretion, suspend its performance or terminate this Agreement upon written notice to Customer. Customer's obligations set forth in this Agreement will survive any such termination of this Agreement, as necessary.
8. **OTHER THAN AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, ANY MERCHANDISE, NON-STANDARD MERCHANDISE OR SERVICES ARE BEING PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD AND WORKMANLIKE MANNER AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACCEPTS SOLE RESPONSIBILITY FOR SELECTING THE TYPE AND AMOUNT OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES HEREUNDER. CUSTOMER ACKNOWLEDGES THAT THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES SUPPLIED UNDER THIS AGREEMENT ARE SUPPLIED FOR GENERAL PURPOSES, EXCEPT WITH RESPECT TO MERCHANDISE OR NON-STANDARD MERCHANDISE SPECIFICALLY IDENTIFIED AS "FIRE RETARDANT," "FLAME RESISTANT" OR FOR OTHER SPECIFICALLY IDENTIFIED SPECIAL PURPOSE. CUSTOMER HAS NOT RELIED UPON ANY REPRESENTATION BY G&K OR ITS REPRESENTATIVES IN CUSTOMER'S SELECTION OF MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES.**
9. **IN NO EVENT WILL G&K'S TOTAL LIABILITY RELATED TO OR UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO G&K FOR THE MERCHANDISE, NON-STANDARD MERCHANDISE AND/OR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING ANY RELATED CLAIM. UNDER NO CIRCUMSTANCES SHALL G&K BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOST WAGES, REVENUE, PROFIT, OPPORTUNITY OR DATA, OR LOSS OF USE, EXEMPLARY OR PUNITIVE DAMAGES.**
10. G&K reserves the right to substitute any rental merchandise with merchandise of similar likeness.
11. The Addendum to G&K Services Service Agreement shall be used to add additional merchandise or service items that do not fit onto the face of this Agreement, add additional merchandise or service items that are added after the Agreement is in effect, or to help clarify the terms of the Agreement itself.
12. No additional terms, conditions or agreements provided by Customer with any purchase order, request for service, remittance or other communication shall be binding on G&K regardless of whether signature is required.
13. This Agreement, and any claim or dispute between the parties arising from or relating to this Agreement, the parties' relationship, the services provided by supplier, merchandise or Non-standard merchandise provided by G&K will be governed by Minnesota law, or the laws of the Province of Canada in which the G&K facility servicing Customer is located, in each case, without regard to its respective conflict of laws provisions. Customer agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state and federal courts located in the County of Hennepin, State of Minnesota, and under this mandatory provision, the courts located in Hennepin County, Minnesota shall have jurisdiction and venue over Customer for this purpose; provided, however, that with respect to Customers in Canada served by a G&K location in Canada, jurisdiction and venue shall be the Province of Canada in which the G&K facility servicing Customer is located. Any claim or dispute must be resolved only as provided herein. Prior to filing any legal proceeding in any court, the parties will first attempt in good faith to resolve the claim or dispute, including by negotiation at agreed upon time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Customer will reimburse G&K for all costs, including attorneys' fees and related expenses, incurred by G&K to enforce the obligations of Customer under this Agreement.
14. With the exception of Customer's payment obligations, any interruption of either party's usual operations, or delay or termination of service provided in this Agreement, whether by acts of God, fires, explosions, strikes, or other industrial disturbances, or any cause beyond the reasonable control of the affected party, will not be considered a breach of this Agreement, provided that the affected party promptly undertakes actions to correct the matter giving rise to any such interruption or delay.
15. 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 between the parties with respect to its subject matter and supersedes all prior or contemporaneous oral or written agreements between the parties. No waivers or statements made by any representative of G&K will be valid unless included in writing in this Agreement or otherwise agreed to in writing by the parties. No amendment to this Agreement will be binding unless in writing signed by the parties.
16. All notices permitted or required under this Agreement must be in writing and transmitted by nationally recognized postal service, personal delivery, a nationally recognized courier service, certified or registered mail, return receipt requested, facsimile (with confirmation) or, with respect to G&K, on Customer's invoice.
17. Customer may terminate this Agreement early for any reason, provided that Customer notifies G&K in writing prior to the effective date of any such termination, and complies with all the requirements of Section 6, including payment of an early termination fee. The early termination fee is calculated as follows: multiply the number of weeks remaining in the current term times an amount equal to 50% of the average weekly amounts invoiced by G&K to Customer during (a) the first eight deliveries by G&K to Customer, or (b) any lesser period from commencement of this Agreement. To the extent that Customer terminates this Agreement as a result of G&K's consistent failure to satisfy its Service Guarantee as set forth in this Agreement, Customer shall be required to pay G&K the amounts referenced above, excluding only the early termination fee.
18. The following applies to Non-standard Merchandise. Non-standard Merchandise consists of any flame resistant or retardant garments, high visibility garments, enhanced visibility garments, permanently embroidered garments, logo mats, or any other merchandise or service item set forth in this Agreement where the "Non-Standard" column is marked.
    - **Other than flame resistant or flame retardant merchandise normally stocked by G&K, Customer agrees to purchase any Non-standard Merchandise in service or in inventory for Customer upon termination of this Agreement at G&K's then current replacement price.**
    - **Customer is responsible for determining whether any Non-standard Merchandise is fit for a particular purpose and suitable for Customer's intended use, or the intended use of Customer's employees or others, and Customer assumes all risk and liability whatsoever in connection therewith.**
    - **Customer is hereby advised by G&K that certain Non-standard Merchandise may lose its properties over time as a result of a variety of factors, including repeat launderings, use of and/or damage to the merchandise. As a result, G&K makes no representation, guarantee or warranty whatsoever, including any implied warranty of merchantability or fitness for a particular purpose, that any Non-standard Merchandise will avert or prevent any particular safety occurrences or consequences which the Non-standard Merchandise may be designed to avert or prevent, whether laundered by G&K, Customer, or third parties.**
    - **G&K hereby disclaims, and Customer on behalf of itself, its employees and others, acknowledges and agrees that G&K shall have no liability whatsoever relating to the Non-standard Merchandise. Further, on behalf of itself, its employees and others, Customer hereby agrees to hold G&K and its officers, directors, employees, agents and other representatives, harmless from any and all claims, liabilities, losses, damages, injuries or deaths due directly or indirectly to the use, occurrences or consequences relating to the Non-standard Merchandise.**

CUSTOMER AUTHORIZATION	G&K SERVICES AUTHORIZATION	
CUSTOMER SIGNATURE	PROFESSIONAL SALES SIGNATURE	DATE
PRINTED NAME	PRINTED NAME JONATHAN ADAMS	TITLE ROUTE SALES REP
TITLE	G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE
DATE	G&K MGMT PRINTED NAME	TITLE