

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

Vestis Services LLC
Consultant

1617 Jim Way	Modesto	CA	95358
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for Citywide Uniform Services for operations staff

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Saturday, June 30, 2029, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement,

and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or

under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Erma Patrick
Manteca
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Rich Wagner
Territory Manager
Vestis Services LLC
1617 Jim Way
Modesto, CA 95358
350.221.8102
rich.wagner@vestis.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the

name of five () qualified mediators. Each party shall the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Toni Lundgren, City Manager

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
Andy Pinasco, Interim City Attorney

CONSULTANT

By: _____
Title: Territory Manager

EXHIBIT A

Scope of Work/Consultant Proposal



Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Vestis Services, LLC, 500 Colonial Center Parkway, Suite 140, Roswell, GA 30076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Supplier's Equipment, Products, or Services consist exclusively of textile products or services and will be identified as Products or Services in this Contract.

All Equipment and Products provided under this Contract must be new and the current model. All rented Products provided under this Contract will be new at the time each location is initially installed into service. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances., All Products will be processed, mended, and finished in accordance with the generally accepted standards of the textile rental industry. Supplier makes no other representations, warranties or conditions, express or implied by law, statutory or otherwise, including, without limitation, the design or condition of the Products, their merchantability or their fitness, capacity or durability for any particular use or purpose, the quality of the Products or workmanship of the Products.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will enter into a local service contract directly with Supplier. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Vestis Services, LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
3/20/2024 | 5:48 PM CDT
Date: _____

DocuSigned by:
Brett A. Borba
By: 1AAA6A17ACBF4DA...
Brett A. Borba
Title: Regional Vice President
3/20/2024 | 3:05 PM CDT
Date: _____

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name: Vestis Uniforms and Workplace Supplies
Does your company conduct business under any other name? If yes, please state: Aramark Uniform Services
Address: 115 N. First Street
Burbank, CA 91502
Contact: jerry hunt
Email: hunt-jerry@aramark.com
Phone: 925-708-6393
Fax: 925-708-6393
HST#: 23-2816365

Submission Details

Created On: Thursday November 16, 2023 08:50:02
Submitted On: Thursday January 11, 2024 15:37:13
Submitted By: jerry hunt
Email: hunt-jerry@aramark.com
Transaction #: ffde313e-8516-4de7-91ae-db1c8eb52fe4
Submitter's IP Address: 162.193.144.153

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Vestis Services, LLC October 2023 Aramark Announces Vestis™ as the New Name for the Spin-Off of its Uniforms and Workplace Supplies Business Our Canada subsidiary: Candadian Linen and Uniform Service Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Vestis offers uniforms, as well as full-service rental programs and workplace supplies. Our comprehensive service offering includes floor mats, towels, linens, managed restroom services, cleanroom, and first aid supplies. Vestis has about 20,000 teammates and serve approximately 300,000 customer locations servicing the United States and 80,000 customer locations across Canada.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Vestis Vestis Uniforms and Workplace Supplies Aramark Uniform Services Canadian Linen and Uniform Service
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1WL51
5	Proposer Physical Address:	500 Colonial Center Parkway, Suite 140, Roswell, GA 30076
6	Proposer website address (or addresses):	https://www.vestis.com/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Brett A. Borba Regional Vice President Vestis Uniforms and Workplace Supplies 330 Chestnut Street Oakland, CA 94607 P 510.835.9285 M 510.368.2179 F 510.763.1118 EMAIL borba-brett@aramark.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jerry Hunt National Account Executive Vestis Uniforms and Workplace Supplies 2741 S. Division Avenue Orlando, FL 32805 M: 925.708.6393 hunt-jerry@aramark.com www.vestis.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jason McNece Direct Sales Executive Vestis Uniforms and Workplace Supplies M 913-240-0386 EMAIL mcnece-jason@aramark.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Vestis is a leader in the B2B uniform and workplace supplies category and has been in the uniform business since 1976. Vestis provides clean and safe uniform services and workplace supplies to a broad range of North American customers from Fortune 500 companies to locally owned small businesses across a broad set of end markets. The Company's comprehensive service offering includes a full-service uniform rental program, cleanroom and other specialty garment processing, floor mats, towels, linens, managed restroom services, first aid supplies and more.

11	What are your company's expectations in the event of an award?	A National Preferred Supplier agreement to be made available to Sourcewell participating entities. This Agreement is for Uniform Services including rental or lease as well as direct purchase of outerwear and accessories. Other products and services available include but are not limited to Cleanroom Garments and Services, First Aid Supplies and Services, AED Services, Restroom Supplies and Services, PPE, Workplace Supply Services, Floor Mats, Mops and Towels.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>https://ir.vestis.com/news-media/press-releases/detail/102/vestis-reports-fourth-quarter-and-fiscal-year-2023-results</p> <p>Fiscal 2023 results</p> <p>Revenue of \$2.8 billion increased 5% year-over-year Operating income of \$218 million and operating margin of 7.7% Adjusted operating income of \$294 million and adjusted operating margin of 10.4% Net income of \$213 million including gain on sale of an investment Adjusted EBITDA of \$404 million and adjusted EBITDA margin of 14.3%</p> <p>ATLANTA--(BUSINESS WIRE)-- Vestis (NYSE: VSTS), a leading provider of uniforms and workplace supplies, today announced its results for the fourth quarter and fiscal year ended September 29, 2023, and its outlook for fiscal year 2024.</p>	*
13	What is your US market share for the solutions that you are proposing?	Vestis is the second largest supplier nationally behind Cintas serving more than 300,000 customer locations for the uniform and related services category. Canadian Linen is the largest supplier of these services for Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Canadian Linen and Uniform Service is a leading supplier servicing 80,000+ customers and holds a 1 or 2 market share position in every province and every major city in Canada except Thunder Bay.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Vestis has never filed for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	<p>Vestis is a manufacturer, distributor and service provider offering direct sale and rental services to include industrial laundry processing for clients across the United States and Canada.</p> <p>a) Company owned b) Company operated</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>D-U-N-S number: 119112552 NYSE: VSTS</p> <p>This is a list of some of our strategic certifications and alliances.</p> <p>International HACCP Alliance Uniform and Textile Service Association (USTA) Laundry Environment Stewardship Program (Laundry ESP) Textile Rental Service Association (TRSA)</p> <p>ISO 9001:2015 May 7, 2023 - May 6, 2026 This certificate is valid for the following scope: Sales, Rental and Sterilization of Garments and Accessories for use in Critical Contamination Control Areas</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	To the best of our knowledge Aramark Uniform Services (transitioned to Vestis 10/4/2023) has not had any suspension or debarment in the past 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Vestis has recently spun off from its former parent company Aramark. While under Aramark, we have been named one of the "World's Most Admired Companies" by Fortune Magazine in the category of Diversified Outsourcing Services every year since 1998 and we are recognized as one of the "World's Most Ethical Companies" by the Ethisphere Institute.</p> <p>Other awards under the Aramark banner include:</p> <ul style="list-style-type: none"> - Named a Top 50 Employer for People with Disabilities for the Seventh Consecutive Year • In 2020, Named among Diversity Best Practices Best Practices Inclusion Index. • Named one of the best places to work for Disability Inclusion by the Disability Equality Index. • Named one of the "Best Places to Work for LGBTQ Equality" from the Human Rights Campaign Foundation's 2020 Corporate Equality Index (CEI) • Named by Seramount as One of the Best Companies for Multicultural Women <p>Aramark has been recognized by various publications/organizations for our company culture of diversity and inclusivity by the below:</p> <ul style="list-style-type: none"> • Aramark has consistently been named among Fortune's "World's Most Admired Companies" since 1998. <p>Vestis Experience:</p> <p>APIC Strategic Partner (Healthcare) AdvaCare Vestis exclusive (approved sanitized wash formula) MicroAdvantage Vestis exclusive (microfiber for healthcare) BBP Compliance HACCP Cleanroom Services - ISO Certification</p>
20	What percentage of your sales are to the governmental sector in the past three years	Estimated to be approximately 8% of sales for "Government" serviced entities. This translates to thousands of locations and significant annual revenue.
21	What percentage of your sales are to the education sector in the past three years	Estimated to be approximately 3% of sales for the education sector. This translates to thousands of locations and significant annual revenue.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Vistis is an approved Preferred Supplier for these and a number of other Group Purchasing Organizations: (revenue is confidential)</p> <p>VIZIENT PREMIER HEATHTRUST HPSI (Avendra) E & I Cooperative Services</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Vestis does not have any GSA contracts or Standing Offers and Supply Arrangements (SOSA).

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
State of Tennessee	Seth Lake DGS Category Specialist	(615) 507-6930
Sacramento County California	Zachary Mello Senior Contract Services	(916) 875-6104
City of Fridley, MN	Jeannie Benson Facilities Operations	(763) 572-3552

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not For Publication	Government	California - CA	Uniforms and related services	Average weekly invoiced is greater than \$40,000.	Greater than \$2,000,000 annually	*
Not For Publication	Government	Tennessee - TN	Uniforms and related services	Average weekly invoiced is greater than \$10,000.	Greater than \$500,000 annually	*
Not For Publication	Government	Wisconsin - WI	Uniforms and related services	Average weekly invoiced is greater than \$10,000.	Greater than \$500,000 annually	*
Not For Publication	Education	California - CA	Uniforms and related services	Average weekly invoiced is greater than \$40,000.	Greater than \$1,000,000 annually	*
E & I Cooperative Services	Education	New York - NY	Uniforms and related services Preferred Supplier	Education Co-Op (non-profit)	Confidential (GPO) (Co-Op)	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Vestis employs company sales associates which are new business development experts in each market where we operate across the United States and Canada.	*
27	Dealer network or other distribution methods.	Vestis is centrally owned and operated. Vestis is a leader in the B2B uniform and workplace supplies category and has been in the uniform business since 1976. Vestis provides clean and safe uniform services and workplace supplies to a broad range of North American customers from Fortune 500 companies to locally owned small businesses across a broad set of end markets. The Company's comprehensive service offering includes a full-service uniform rental program, cleanroom and other specialty garment processing, floor mats, towels, linens, managed restroom services, first aid supplies and more.	*
28	Service force.	The Vestis team includes more than 20,000 associates dedicated to quality, customer satisfaction and continued growth of our business.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Vestis offers a variety of ordering methods. After initial installation of all locations in the uniform rental program, any additional orders can be placed through the local Market Center that services the designated location. This includes new employees, employee transfers, etc. Orders can also be placed with your RSR during the weekly delivery. Vestis RSRs are equipped with handheld devices that enable them to manage customer accounts on the spot, such as add wearers, delete wearers, replacements and exchanges, and much more. Additionally, you may also place orders by phone to the Customer Service Coordinator at your servicing Market Center.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>One of the most important steps in the customer life cycle is the installation of service. In recognition of this, Vestis has invested significant resources into the installation process. A team of Vestis representatives will be assigned to each customer location. The local teams will consist of a Route Service Representative, General and District Manager, and will be supported by the New Business Install Manager, who will contact and meet with their assigned customer location to initiate the implementation of the national program. Once the customer is set-up for service, the New Business Install Manager will hand off the site to the local service team, who will continue to develop the local business relationship.</p> <p>The implementation process will be initiated and monitored by a support team located at Vestis's corporate office in Burbank, CA. The support team will consist of a National Account Executive, your assigned Key/National Account Manager and the Strategic Accounts Install Desk. The function of the Strategic Accounts support team will be to ensure a seamless implementation. Furthermore, Vestis has developed a state-of-the-art Perfect Install Tracker System to track, manage, and implement large programs. This robust reporting tool allows Vestis's Strategic Accounts Install Desk to monitor critical tasks by specific customer location and track implementation progress. The web application generates alarms based on established task timelines. The tool allows our team to anticipate areas of concern before they become an issue. A typical install timeline is six to eight weeks from launch, depending on the type of account program negotiated.</p> <p>Components of the implementation process specific to include:</p> <ul style="list-style-type: none"> • Communication of the National Image program to the customer and Vestis associates • Approval of personalized emblems and embroidery • Forecasting and building of inventory for installations • Obtaining lead times for garments and accessories • Scheduling date when installation / conversion will take place for each location • Obtaining electronic associate lists for each location • Approval of implementation plan by key contacts • Integration of newly hired customer associates into the implementation process • Defining key contacts to establish customer's internal communication • Providing status reports and updates during the rollout and throughout the life of the program <p>The Sourcewell customer will be assigned a dedicated Vestis Route Service Representative (RSR) who will drop off clean merchandise and pick-up soiled merchandise at your plant locations on a weekly basis. The soiled items are taken to the Market Center for laundering. Once received at the Market Center, they are separated and sorted, then bagged and tagged with the designated account number. This ensures all of our customers' merchandise is identifiable throughout the cleaning process. Once the merchandise is clean and dry, they are sorted by Customer ID numbers and prepared for delivery.</p> <p>Delivery will be made on the same day of the week every week (unless more frequent delivery is required). The RSR will deliver any garments to the employee lockers or another designated area. The RSR will also pick up all soiled garments to take back for cleaning at this time. Auxiliary items (i.e., mats, towels, etc.) will also be delivered and soiled items picked up for cleaning during the scheduled weekly delivery.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Vestis offers rental services to an extensive geographic area across the continental United States and Canada.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Vestis has a broad geographic presence in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Vestis is unable to provide services in Hawaii, Alaska, and Puerto Rico	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Vestis will provide rental, lease and direct purchase solutions for any Sourcewell participating entity that is a match for our service territory and service capabilities.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Vestis is unable to provide rental and laundering service in those areas at this time.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	See included Marketing Plan (attachment)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Vestis Customer Portal - 24/7 customer access (service request, billing, payments, reporting)</p> <p>Vestis direct sale custom website - Shop online on dedicated customer exclusive site</p> <p>Salesforce.com - New customer business development to seamless installation</p> <p>Vestis is taking a unified, consistent approach to managing social media and digital marketing efforts. We aim to enable Vestis vision through cross team collaboration, innovating our practices and tech within the ever-evolving digital and social landscape.</p> <p>Social Media is a platform used to cultivate relationships with customers that accelerate consumer engagement and drive growth while fostering trust and loyalty. In order to do that, we've created three strategic objectives to guide all of our actions in the space.</p> <ul style="list-style-type: none"> • Create an ongoing dialogue with customers to hear feedback, understand trends, and improve overall satisfaction. • Enhance our ability to react to operational issues by monitoring early warning signals. • Drive dining program participation and revenue by increasing awareness of benefits of dining program, increasing check average and influencing purchase behavior. <p>Aramark accounts utilize Instagram and Facebook. Tiktok is available for accounts who are already well established on Instagram and Facebook and have the capacity to extend their content strategy further.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	See included Marketing Plan (attachment)

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Vestis Customer Portal - 24/7 customer access (service request, billing, payments, reporting) best in industry with PC and mobile access Vestis direct sale custom website - Shop online on dedicated customer exclusive site</p> <p>Customer locations can easily connect with our Sourcwell landing page and with 1-2 clicks have access to any rental program or direct sale information.</p> <p>Vestis is different than any competitor because of the unique ""complete solution"" only we can deliver. It's a recipe that requires experience, an understanding of our partners' priorities and a commitment to getting better every day. This recipe includes Website development capabilities that allow us to capture orders and support Sourcwell billing requirements. Website development is a value-added service that Vestis would provide to Sourcwell free of charge. Over 55% of the orders received by Vestis are placed over the web via an Vetus developed and supported B2B platforms and, customized platforms, or EDI transfer. This capability allows Vestis to create logins for predetermined users to order for all their employees. Only these users will have access to the website. Also, Vestis has ability to place orders for the established products specified in the RFP as well as provide images of each item within the website.</p> <p>Vestis offers the following capabilities:</p> <ul style="list-style-type: none"> • Secured login • Custom home page • Co-branded • Product photos can be customer specific • Customer specific product descriptions • Uniform Program • Standard list or custom pricing • Open account & credit card payments • Employee track (dollar or garment tracking) • Third party shipping • Resource Center (FAQ, guidelines, PDF documents) • Customized pages can be added • Custom site navigation • Bulk ordering (for programs with established embellishment requirements) • 3rd party integration (i.e. punch-out)
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Vestis can provide training and support during the initial roll-out stage of a new program to Sourcwell employees. We will review processes and procedures for program management, provide standard weekly service procedures, contact information for customer service assistance, processes for uniform repair and replacement, and handling customer service issues. We can also provide training on how to minimize your loss/ruin costs, share best practices on the most cost-effective transition plan, and instruct on how to read our invoices.</p>
41	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Vestis has launched a New Customer Portal – My Account. Abilities include:</p> <ul style="list-style-type: none"> - 24/7 access via myaccount.Vestis.com - View statements and invoices - Pay invoices electronically - Contact customer service <p>Vestis has developed a state-of-the-art Perfect Install Tracker System to track, manage, and implement large programs. This robust reporting tool allows Vestis's Strategic Accounts Install Desk to monitor critical tasks by specific customer location and track implementation progress. The web application generates alarms based on established task timelines. The tool allows our team to anticipate areas of concern before they become an issue. Vestis's route drivers are utilizing handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions which benefit our business and our customers.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	As the former Uniform Services Division of Aramark is now established as Vestis, a separate, public company as of September 30, 2023, we are working on the development of our own ESG Strategy, Platform and Report. The previously submitted Aramark Be Well. Do Well. Report included information about the Vestis operations prior to the separation from Aramark. Vestis Corporation is committed to making a positive contribution as an organization that supports the health of our planet, cares for our employees, and invests in the communities in which we work. This commitment and belief is embedded in our organization's purpose which is to "deliver uniforms and workplace supplies that empower people to do good work and good things for others while at work".	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	As the former Uniform Services Division of Aramark is now established as Vestis, a separate, public company as of September 30, 2023, we are working on the development of our own ESG Strategy, Platform and Report. The previously submitted Aramark Be Well. Do Well. Report included information about the Vestis operations prior to the separation from Aramark. Vestis Corporation is committed to making a positive contribution as an organization that supports the health of our planet, cares for our employees, and invests in the communities in which we work. This commitment and belief is embedded in our organization's purpose which is to "deliver uniforms and workplace supplies that empower people to do good work and good things for others while at work".	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundrying, cleaning, mending and/or repair services)?</p>	<p>We believe that the primary competitive factors that distinguish Vestis from the competition are quality, service, design, consistency of product, garment cost, and distribution capability (particularly for large multi-location customers). Furthermore, as part of a \$2 billion world leader in the managed services industry, Vestis has the ability to partner with Sourcewell beyond the uniform services arena.</p> <p>Other Vestis Distinctives:</p> <ul style="list-style-type: none"> • We provide a dedicated National Account Manager, a seasoned industry veteran with substantial industry experience dedicated to your unique program for analysis, feedback, proactive solutions, and ongoing program management. • Our route drivers have the lowest turnover in the industry. RSRs are held directly accountable for every account they service. Average tenure is 8.2 years. • Vestis's route drivers are utilizing handheld technology devices nationwide. These handheld devices provide ordering capability, invoicing and other state-of-the-art functions which benefit our business and our customers. • Vestis manufactures most of the garments we supply to our customers, which drives our costs down and thus makes it possible to pass on these savings to our customers. • Our ARASOFT brand garments are the softest, most durable garments in the uniform rental industry. • Vestis FlexFit™ is a premium, performance apparel line designed to be responsive to the unique demands of today's workplace: Durable. Flexible. Light. Cool. • With more than 350 facilities, we can provide nationwide direct rental service to most customer locations across the U.S. Our route drivers service approximately 2,600 routes. • Our proprietary Perfect Install Tracker System maximizes use of technology in our implementation process, allowing Vestis to track, manage, and implement large programs by monitoring critical tasks by specific customer location. • Supplier Consolidation— Sourcewell will find that the first major cost reduction will be found through supplier consolidation. Prices vary from supplier to supplier, and by consolidating to a national program, each location will receive consistent leveraged pricing, thus providing overall cost reduction. A National Account program would not only generate significant cost savings, but would also offer Sourcewell the ability to manage your image across the country through a single source. • Product Standardization— Vestis is able to provide product standardization by wearer category through our two large product lines of direct purchase workwear and business casual wear, as well as our broad rental product line. These lines are designed to give companies a wide range of uniform and non-uniform garments in a cost-effective program. By reducing your non-standard items, Sourcewell will reduce costs by eliminating higher inventory obligations. • Service Standardization— Vestis is able to provide service standardization by wearer category throughout the Vestis service network. Product / service type by wearer category, number of changes, personal inventory vs. bulk issue, bulk inventories, etc. are all efficiencies that can be standardized, managed and controlled. • Location Needs Analysis— Vestis recommends that prior to the selection of Sourcewell's final product offering, a Vestis representative will visit each key location and provide the local team with a service and product evaluation. Oftentimes, we are able to identify extra additional charges, unnecessary service options, incorrect product for job requirements, excess inventories (that could result in uncontrolled losses), etc. that ultimately lead to unnecessary expenses. Sourcewell can evaluate the recommendations and decide accordingly. • Business Review Meeting with the National Account Manager— Vestis's National Account team will meet with Sourcewell to discuss program-to-date activity, additional product / service standardization options, growth or consolidation issues, employee / job uniform requirements, and other issues that impact providing service and offering cost savings. • Rate Management— Vestis will ensure each location receives the same negotiated pricing for all items. Once terms and conditions are agreed upon nationally, they are locked into our Rate Management database that interfaces with each servicing location's system. In this way, individual locations are "locked out" from making any revisions to rates, inventories or conditions. In addition, Rate Management eliminates the need to review rates at the invoice level. • Central Billing System— Vestis's Central Billing System works in conjunction with our Rate Management System to ensure that only authorized items are being serviced and that your standard rates are being charged. Your invoice data is passed to our EDI system and this completes the process by sending out electronic documents. EDI billing eliminates accounts payable data entry of the invoices.
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Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Vestis guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Vestis will provide you with merchandise freshly laundered, processed, mended, and finished in accordance with the generally accepted standards of the textile industry. Vestis will continually inspect and identify merchandise in need of repair or replacement. We will repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you.</p> <p>For rental garments, we recognize that all items will wear differently, and the normal wear and tear of items will vary by particular job application. Vestis will replace items on an as needed, rather than a pre-scheduled, basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.</p> <p>If there is a defect in material or workmanship due to a production error on our part, we will repair or replace the item at no charge. We will waive the charges for that garment for the delivery period it is not in service. We will also make every effort to correct any service issues within 24 hours of receiving the service concern.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>For rental garments, we recognize that all items will wear differently, and the normal wear and tear of items will vary by particular job application. Vestis will replace items on an as needed, rather than a pre-scheduled, basis. This will ensure that items will continue to be serviceable throughout the terms of the agreement.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Vestis repairs all garments at the local market center servicing the customer location within our service area.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Vestis guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Vestis will provide you with merchandise freshly laundered, processed, mended, and finished in accordance with the generally accepted standards of the textile industry. Vestis will continually inspect and identify merchandise in need of repair or replacement. We will repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you.</p>
51	What are your proposed exchange and return programs and policies?	<p>For standard products in standard sizes, the turnaround time to add a new or transferred employee, replace garments, and exchange sizes to locations currently being serviced by Vestis is one week.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Company shall provide Customer with Merchandise freshly processed, mended and finished in accordance with generally accepted standards of the textile industry.</p> <p>Our EasyCare® option will replace rental Merchandise worn out through normal wear and tear at no additional charge. Any ruined garment Merchandise covered by EasyCare® and lost or ruined non-garment Merchandise covered EasyCare®.</p> <p>If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by participating agency and non-garment Merchandise that is lost or ruined by participating agency, in each case without any additional loss or ruin charges, as applicable. Participating agency is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.</p>

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Vestis guarantees that all merchandise to be provided shall be free of defects in material and workmanship. Vestis will provide you with merchandise freshly laundered, processed, mended, and finished in accordance with the generally accepted standards of the textile industry. Vestis will continually inspect and identify merchandise in need of repair or replacement. We will repair or replace rented merchandise worn out through normal wear and tear, which can no longer be rendered adequately serviceable, at no charge to you.
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	<p>The Route Service Representative (RSR) is Vestis's true contact person with the local Sourcewell sites. Delivery will be made on the same day of the week every week (unless more frequent delivery is required). At each facility, your dedicated RSR will:</p> <ol style="list-style-type: none"> 1. Arrive at your facility to check in with the representative responsible for the program. Determine whether any users are no longer employed by the location. 2. Change all mats, air fresheners, and other weekly items. 3. Remove and account for all soiled garments, checking for any item requiring repair. 4. Place clean garments into lockers or other storage areas. 5. Organize garment delivery area, collect all used hangers, stock garment repair tags. 6. Check out with the responsible representative, take orders for all new employees, present and review the weekly invoice, and make any required adjustments. <p>S.T.O.P Process - All deliveries are powered by S.T.O.P, our repeatable service model that is designed to provide you with consistent, dependable service. Customer satisfaction for this is measured through surveys collected by a third-party research agency.</p> <ul style="list-style-type: none"> - Say Hello - Start by greeting you with an on-time delivery - Take care of business - Take care of your business with reliable service - Offer Samples - Offer solutions and samples - Present and Review the invoice - Present and review your invoice and service

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Vestis utilizes American Express, American Express Corporate Purchasing card, Visa, Visa Corporate Purchasing card, Discover Card, MasterCard, and the MasterCard Corporate Purchasing card.
56	Describe any leasing or financing options available for use by educational or governmental entities.	The rental and direct purchase services and merchandise have Net 60-day payment terms.
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	If participating Members can leverage the
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, this option is offered at no additional cost. Vestis utilizes American Express, American Express Corporate Purchasing card, Visa, Visa Corporate Purchasing card, Discover Card, MasterCard, and the MasterCard Corporate Purchasing card.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Vestis™ Uniforms and Workplace Supplies (formerly Aramark) program will provide clean and safe uniforms and workplace supplies to participating entities. The company's comprehensive offering includes a full-service uniform rental program, direct purchases, apparel, cleanroom garments and services, AED services, PPE, floor mats, towels, linens, managed restroom services, first aid supplies, and much more. The program pricing is significantly discounted and proposed items are included in the pricing attachments for rental services and direct sale merchandise. Additional merchandise is available and can be added to the Contract with approval.
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The proposed program pricing is highly competitive and is a discount for at least -30% off list pricing.
61	Describe any quantity or volume discounts or rebate programs that you offer.	If a participating agency has a requirement for bulk orders additional pricing consideration will be provided on a as needed basis.
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items not available as standard from the Vestis rental service or direct sale catalogs (website) we may be able to source the specified item(s). This is typically cost plus 20% and would be facilitated on an as needed basis.
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total cost of acquisition NOT included in item pricing: Direct embroidery Name and emblem logo application Direct purchased merchandise shipping Rental/lease lost/ruin items - items will be replaced at the itemized discounted loss/ruin rate.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The rental service and laundry processing rates are inclusive of the freight and shipping. There is a nominal shipping fee required for direct purchase merchandise and that is typically a % of order based on order quantity.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There is a nominal shipping fee required for direct purchase merchandise and that is typically a % of order based on order quantity.
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Vestis is a fully integrated supplier resource so manufacturing to distribution is tightly controlled in company owned/operated Distribution Centers strategically located across the U.S. and Canada. All rental and laundry services are delivered on company owned trucks.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Discounted pricing (unit and replacement rates) plus a number of factors that make up total program costs including loss/ruin/damage charges which are all discounted.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell would be set up as a Strategic Account and any Member(s) would be linked to the Sourcewell designated National Account Identification Description (NAID). Under this NAID any location(s) would be locked into the contracted pricing via ""Rate Management".
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Rate Management Customer Portal Central Reporting
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Vestis will pay Sourcewell an administrative fee of 2% (two percent) of the net sales to Sourcewell or Sourcewell Members. Vestis shall pay as an administrative fee to Sourcewell on a quarterly basis a percentage of the total "net rental revenues" based on the terms described below. Vestis shall calculate the net rental revenues collected under this agreement during the immediately preceding quarter based company's fiscal calendar year (the "contract quarter") and shall pay to customer within 45 days from the end of each contract quarter a percentage of such net rental revenues determined below. For purposes of this agreement, the term "net rental revenues" shall mean the amounts collected by Vestis from any Member location that is added to this agreement after the effective date of this agreement that signs a new service authorization agreement with the Vestis facility servicing such Member location during any contract quarter from the rental merchandise and direct purchase, but shall exclude, any revenue associated with taxes, loss/ruin charges, preparation and emblem charges, shipping or packaging charges, insurance, returned goods or fraudulently placed orders or cancelled orders. Such new member location shall continue to be part of the applicable rebate through the term of this agreement, unless such Member location terminates early prior to expiration of this agreement. Notwithstanding the foregoing, company agrees that it will provide the quarterly administrative fee to Sourcewell, but only for Member locations that appear on the quarterly sales report provided by Vestis to Sourcewell.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	This Agreement is for Uniform Services including rental or lease as well as direct purchase of outerwear and accessories. Other products and services available include but are not limited to Cleanroom Garments and Services, First Aid Supplies and Services, AED Services, Restroom Supplies and Services, PPE, Workplace Supply Services, Floor Mats, Mops and Towels.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Uniforms and apparel (garments, lab coats, scrubs, outerwear, hats, footwear, safety apparel, fire-resistant garments. Cleanroom Garments and Services First Aid Supplies and Services, AED Services Restroom Supplies and Services Floor Mats Mops - Microfiber, dust and wet mops Towels - shop towels, bath towels, bar towels, microfiber

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Uniform apparel, uniform accessories, and footwear;	<input checked="" type="radio"/> Yes <input type="radio"/> No	The Vestis comprehensive service offering includes a full-service uniform rental program, workplace supplies such as towels and aprons, floor care (mats), linen services, managed restroom supply services, and first aid and safety products, and cleanroom and other specialty garment processing. Vestis offers more than 20,000 SKU's of direct sale merchandise which includes apparel, outerwear, hats and footwear. *
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Uniforms and apparel (garments, lab coats, scrubs, outerwear, hats, footwear, safety apparel, fire-resistant garments. Cleanroom Garments and Services First Aid Supplies and Services, AED Services Restroom Supplies and Services Floor Mats Mops - Microfiber, dust and wet mops Towels - shop towels, bath towels, bar towels, microfiber
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Personalization including emblems and direct embroidery are available. Sizing services are included as part of our services. *
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vestis will launder, mend and repair any merchandise under our Standard Operating Procedures aligned with each merchandise item offered. HACCP, Flame-Resistant, Cleanroom Services as just a few examples of specialized processing. *
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	First Aid Supplies and Services, AED Services Restroom Supplies and Services Floor Mats Mops - Microfiber, dust and wet mops Towels - shop towels, bath towels, bar towels, microfiber

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell (RFP) - Vestis Preferred Supplier Pricing Proposal Files (USA only).zip - Thursday January 11, 2024 15:35:06
- [Financial Strength and Stability](#) - Vestis_40 and FY23 Earnings Deck_Final with Appendix & No 0&A_Equisolve (1).pdf - Thursday January 04, 2024 07:55:47
- [Marketing Plan/Samples](#) - Vestis Marketing Plan - Sourcewell.pdf - Thursday January 11, 2024 07:27:50
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Vestis Warranty - Rental or Direct Purchase.docx - Thursday January 11, 2024 07:23:17
- [Standard Transaction Document Samples](#) - Vestis - Customer Portal Overview.pdf - Thursday January 11, 2024 15:27:12
- [Requested Exceptions](#) - RFP_011124_Uniforms_Contract_Template MS rev.docx - Thursday January 11, 2024 07:08:20
- [Upload Additional Document](#) - Vestis - Sourcewell RFP Documents.zip - Tuesday January 09, 2024 16:51:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brett Borba, Regional Vice President , Vestis, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	<input checked="" type="checkbox"/>	2

**AMENDMENT #1
TO
CONTRACT #011124-VST**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Vestis Services, LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Uniforms with Related Products and Services to Sourcewell and its Participating Entities, effective March 20, 2024, through March 25, 2028.

The parties wish to amend the following terms within the Contract:

The Contract is amended to add the Supplier’s “Service Agreement Sourcewell NAID: S12006” and “Form of Service Agreement,” which are attached and incorporated into this Amendment.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz
By: Jeremy Schwartz, Chief Procurement Officer
C0FD2A139D06489...

Date: 9/17/2024 | 4:30 PM CDT

Vestis Services, LLC

Signed by: Jesse Latshaw
By: Jesse Latshaw
2C1B6739BC8A4E7...

Title: Regional Vice President

Date: 9/17/2024 | 2:33 PM CDT

**FORM OF
SERVICE AGREEMENT
(to be used by Participating Agency)**

Vestis Services, LLC, (“Supplier”) and Sourcewell (“Sourcewell”) have entered into the attached Agreement [011124-VST] dated March 25, 2024, (“Agreement”). The terms and conditions of this Agreement shall apply to all Sourcewell Participating Agency locations that access Sourcewell’s cooperative purchasing contracts (“Participating Agency”) that choose to have Supplier supply uniform and related textile rental merchandise (collectively, “Merchandise”) and related services (the “Services”) offered under the Agreement to their locations (“Participating Agency Locations”) listed on the attached Exhibit B, below, by signing this Service Agreement (“SA”). By signing this SA, Participating Agency is agreeing to be governed by the terms and conditions of the Agreement, and Supplier agrees to supply Merchandise and Services to any Participating Agency that signs the SA.

Participating Agency Name:

Delivery Address:

City/State/Zip:

Contact Name:

Contact Email:

Contact Phone:

The foregoing Participating Agency agrees that it will accept textile rental services from Supplier until the later of (A) the date of expiration of the Agreement or (B) 156 consecutive weeks from the date Supplier’s Merchandise is first installed at the Participating Agency location(s).

In the event the terms of this SA are in conflict with the Agreement, the SA shall control. In the event Sourcewell terminates the Agreement, the terms of the Agreement will continue to govern this SA. The payment terms are net 30 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law may be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges.

There shall be no price increases for the first four years of the Agreement. In the event the term of this SA has not expired, on or around April 1, **2028**, the Supplier may request an increase to all charges annually from the date of this Agreement in an amount up to 4%. This will occur regardless of when this SA is signed.

All rental Merchandise supplied to each Participating Agency is the property of Supplier and shall be promptly returned on demand (i.e., at the end of a rental term, if an employee of a Participating Agency leaves or is terminated, etc.). Supplier will replace rental Merchandise worn out through normal wear and tear at no additional charge. Participating Agency agrees to pay for rental Merchandise that is lost or damaged, except rental Merchandise that is worn out through normal wear and tear, ruined Merchandise covered by EasyCare® and Merchandise covered by Inventory Maintenance. The charge for lost or damaged Merchandise shall be the then current replacement rate. The initial replacement rate for the initial Merchandise is set forth in Exhibit A.

If an "EasyCare®" charge is included, Supplier will replace the corresponding Merchandise that is ruined without any additional ruin charge. Merchandise that is ruined as a result of intentional abuse is not covered by EasyCare® and Participating Agency is still responsible for preparation, name and emblem charges. Either party may discontinue EasyCare® by providing written notice to the other party, in which case standard ruin charges will apply.

Participating Agency may terminate the SA for any individual location for material deficiencies in service and/or quality of Merchandise provided:

- (1) Complaints are first made promptly in writing to Supplier's location serving the Member location (with a copy sent by U.S. mail, return receipt requested, to the address first set forth above for Supplier, attention Director of Service, National Accounts or via email to Aramark-Cares@aramark.com), stating the precise nature of any complaints.
- (2) Supplier is afforded at least thirty (30) days to correct, or begin to take reasonable steps to correct, any deficiencies complained of; and
- (3) Supplier fails to correct, or begin to take reasonable steps to correct, the deficiencies complained of, within thirty (30) days.

In the event Member complies with the foregoing and Supplier fails to correct or begin to take reasonable steps to correct such deficiencies at the applicable location, Participating Agency may terminate the SA at any such location.

Participating Agency agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement at any Participating Agency location. EasyCare® and Inventory Maintenance do not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement at any Participating Agency location.

If Participating Agency breaches the Agreement or the SA or terminates the SA early at a location, other than due to Supplier's failure to cure deficiencies in service and/or quality as described above, Participating Agency shall pay Supplier as liquidated damages (intended as a good faith pre-estimate of the actual damages Supplier would incur and not as a penalty) for each and every location so terminated, an amount equal to the greater of (a) twenty five percent (25%) of the average weekly charges at such location(s) during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all rental Merchandise being provided to Participating Agency at such location(s) at the then current replacement rate.

In addition, Participating Agency agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of the SA at any Participating Agency location. EasyCare® does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement at any Participating Agency location.

Participating Agency acknowledges that Supplier may make an investment in "Special Items" provided to Participating Agency locations. "Special Items" are (a) any items that are (i) embroidered, (ii) not part of Supplier's standard product line or (iii) otherwise denoted with an "*" on Attachment A, and (b) emblems that are unique to Participating Agency. In addition to any other obligations under this Agreement, upon (i) any termination of this SA in whole or in part, by either party, whether or not for cause, (ii) the final expiration of this SA or (iii) the Participating Agency's or any location's change of the specifications of any Special Items, Participating Agency shall purchase from Supplier any Special Items in stock or committed by Supplier to Participating Agency service (i.e., in-service and shelf inventory, as well as manufacturer's supplies ordered by Supplier). The purchase price for such Special Items shall be the then

current replacement rate or direct sale purchase price, as applicable, or, in the case of emblems, the purchase price set forth on Attachment A.

The Merchandise is not resistant to hazardous chemicals, contains no special hazardous chemical resistant features and is not designed for use in areas where contact with hazardous substances is possible. Participating Agency warrants that none of the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is resistant to hazardous substances. Participating Agency is obligated to notify Supplier of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Supplier or its employees as a result of the existence of such substances. Supplier reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. Participating Agency agrees to indemnify Supplier from and against any losses, claims, expenses, damages, or liabilities, including reasonable attorney's fees incurred by Supplier as a result of any Merchandise being soiled with a toxic or hazardous substance.

Unless otherwise stated in this Agreement, the Merchandise supplied under this Agreement is not flame resistant, contains no flame-resistant features, and is not designed for use in areas of flammability risk is possible. Except for employees wearing flame resistant merchandise, if any, Participating Agency warrants that none of the employees for whom Merchandise is supplied pursuant to this Agreement require clothing that is designed for use in areas of flammability risk.

Any Merchandise listed on Attachment A with two asterisks (**) is flame resistant merchandise. Participating Agency is responsible for ensuring that its employees follow the proper procedures and requirements for laundering any purchased flame-resistant Merchandise as recommended by the fabric manufacturer(s). Participating Agency will provide the following notification to its employees wearing flame resistant Merchandise:

- **WARNING** - For prevention of clothing ignition during short term and emergency exposure to flame or electric arc, do not use for protection against continuous thermal loads, hot liquids or steam. Do not wear alone for limb/torso protection during structural firefighting. Do not use for chemical protection or protection from other hazardous substances. Failure to comply with this warning may result in serious injury or death.

Participating Agency agrees that Agency has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. Supplier warrants to Participating Agency that Supplier shall provide Participating Agency with Merchandise freshly processed, mended, and finished in accordance with generally accepted standards of the textile industry.

Participating Agency assumes all risks associated with the use of the Merchandise and Supplier shall not be liable either in tort or in contract for any injury, death, loss, or damage, arising out of the use or misuse of, or the inability to use, the Merchandise, except to the extent such injury, death, loss, or damage is due to the willful misconduct of Supplier or its agents or employees. Participating Agency agrees to indemnify, defend, and hold harmless Supplier from any and all losses, claims, expenses, damages, or liabilities, including reasonable attorney's fees incurred by Supplier, arising out of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any flame-resistant Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Participating Agency acknowledges that Supplier makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Vestis Services, LLC

Name: _____

Signature: _____

Title: General Manager

Date: _____

Market Center Number:

Participating Agency

Name: _____

Signature: _____

Title: _____

Date: _____

Exhibit B
Participating Agency Locations

SERVICE AGREEMENT

Sourcewell NAID: S12006

 Customer #: _____ *Use only for current customers*

Customer's Service Location (for multiple locations, see attached list)

Customer's Billing Address (if different)

CUSTOMER NAME:	CUSTOMER NAME:
ADDRESS:	ADDRESS:
CITY / STATE / ZIP:	CITY / STATE / ZIP:

GARMENTS AND SERVICES ORDERED

No. of Wearers	MERCHANDISE (More lines available on page 3)	NUMBER OF ITEMS PER WEARER*	RATE (per item)**	EASYCARE® RATE (per item)	FREQUENCY	REPLACEMENT CHARGE (per item)

NON-GARMENT MERCHANDISE AND SERVICES ORDERED

MERCHANDISE (More lines available on page 3)	QUANTITY*	RATE (per item)	FREQUENCY	MINIMUM BILLED PERCENTAGE	EASYCARE® RATE (per item)	REPLACEMENT CHARGE (per item)

*Represents total allocated units, including items at Customer's location(s) and items in the process of being laundered.

**There will be an extra charge reflected on your invoice for any non-standard sized garments.

ADDITIONAL CHARGES:

DESCRIPTION	RATE	DESCRIPTION	RATE
Garment Preparation	per Garment	Service Charge	per Week
Company Emblem	per Emblem		
Name Emblem	per Emblem	Multi-day Stop Charge	per Additional Stop
Embroidery	per Embroidery		

Additional Terms/Charges:

Vestis™ will provide Customer with a uniform, apparel and/or non-garment workplace supplies (Merchandise) rental, lease and/or processing of customer-owned-goods program. Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and any addendums (which constitute our entire agreement), including increases in inventories or additions in Merchandise. A rental program will be provided unless otherwise specified. Vestis will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise and services to accommodate normal turnover of employees. Customer must notify Vestis of an employee's termination and will promptly return Merchandise issued to that employee. All other Merchandise reductions may be made with the approval of Vestis. Customer agrees that Vestis is its provider of rented and/or leased Merchandise and related services.

This Agreement is effective on the date of the last signature to this Agreement and will continue for 36 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for 52-weeks unless either party gives the other party written notice of termination at least 90 days, but not more than 180 days, before the end of the then current term by certified mail, return receipt requested. All rented or

leased Merchandise is the property of Vestis. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge. Merchandise ruined through normal wear and tear will be replaced without additional replacement charge.

TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, Vestis will replace the corresponding garment Merchandise that is ruined by Customer and non-garment Merchandise that is lost or ruined by Customer, in each case without any additional replacement charge. Merchandise that is lost or ruined as a result of willful misconduct or intentional abuse is not covered by EasyCare and Customer is still responsible for preparation, embroidery and emblem charges. Either party may discontinue EasyCare on garment Merchandise by providing written notice to the other party, in which case standard loss and ruin charges will apply.

There shall be no price increases until April 1, 2028, unless this Agreement has expired. On or around April 1, 2028, the Supplier may request an increase to all charges annually in an amount up to 4%. This will occur regardless of when this Agreement is signed. Charges may be additionally increased upon written notice (which may be by invoice or monthly statement). Customer may reject any such additional increase by notifying Vestis in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, Vestis reserves the right to terminate this Agreement in whole or in part. Vestis may add surcharges or other ancillary charges upon written notice (which may be by invoice or monthly statement) at any time. In consideration of the sizeable investment Vestis is making in Merchandise, Customer agrees that Vestis may impose minimum per invoice recurring Merchandise charges equal to the greater of (a) \$25 or (b) 75% of the initial amount of such charges. Vestis will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or weeks.

For customers extended credit, payment terms are net 30 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law will be charged by Vestis on all past due amounts. Vestis may elect at any time to revoke credit privileges. Customer acknowledges that a signed invoice is not required for payment. Customer may be assessed a returned check fee of \$25.00. Customer is responsible for all sales and use taxes.

Service Guaranty: Customer may terminate this Agreement at a location for material deficiencies in service at such location by informing Vestis in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing Vestis a reasonable period of time of at least 30 days to correct or begin to correct the deficiencies. If Vestis has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving Vestis 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that Vestis has not begun to correct. While Vestis will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed to terminate this Agreement.

Customer agrees to pay all loss or ruin charges and all unpaid statements upon any termination or expiration of this Agreement. **EasyCare does not cover lost or ruined Merchandise identified in connection with any reduction or elimination of Merchandise or any termination or expiration of this Agreement.** If Customer breaches this Agreement or terminates this Agreement early (except in accordance with the above Service Guaranty), in whole or in part, Customer agrees to pay Vestis liquidated damages (intended as a good faith pre-estimate of the actual damages Vestis would incur and not as a penalty), equal to the greater of (a) 25% of the average weekly charges during the three months prior to termination multiplied by the number of weeks remaining in the current term, or (b) a buyback of all Merchandise in inventory at the then current replacement charge. Upon any expiration or termination of this Agreement, or any reduction or elimination of "Special Merchandise" under this Agreement, Customer will purchase, at the then current replacement charge, all Special Merchandise. "Special Merchandise" is Merchandise that is not part of Company's standard product line, is flame resistant or is embroidered, silkscreened, logoed or otherwise customized.

Unless specified in writing in this Agreement, the Merchandise supplied is not flame resistant or resistant to hazardous substances and is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer will immediately notify Vestis of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by Vestis or its employees as a result of the existence of such substances. Vestis reserves the right not to handle or

process any Merchandise soiled with toxic or hazardous substances. For any Merchandise designated as flame resistant or "FR" (FR Merchandise), Customer agrees to notify all employees of Customer who will be wearing the FR Merchandise that the FR Merchandise is designed for the prevention of clothing ignition during short term and emergency flame exposure only and is not designed for long term high heat exposure or for use around open flames, and that no representation is made by Vestis as to the ability of the FR Merchandise to protect users from injury or death. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that Vestis makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering.

Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use, placement and securing of the Merchandise. **Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and Vestis disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third-party rights.** Customer assumes all risk associated with the use of the Merchandise, releases Vestis from any and all liability of any kind or nature whatsoever related to the provision or use of the Merchandise and agrees to indemnify, defend and hold harmless Vestis from and against any loss, claim, expense, including attorney's fees, or liability incurred by Vestis as a result of the use or misuse of, or the inability to use, the Merchandise, or the degradation or loss of the reflectivity of any reflective Merchandise or the flame-resistant properties of any FR Merchandise. In no event will Vestis, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential (including lost revenue or profits), punitive or extraordinary damages.

Any controversy or claim arising out of or relating to this Agreement will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on an arbitration award may be entered in any court having jurisdiction. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees to pay all Vestis's fees and costs involved in collection, including reasonable attorney's fees.

The performance of Vestis's duties under this Agreement may be subject to circumstances beyond Vestis's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. Vestis's failure to perform under this Agreement because of such events will not be considered a breach.

If Customer sells or transfers its business (whether by asset sale, stock sale or otherwise), Customer agrees to require the new owner or operator to assume and become bound by this Agreement.

Customer confirms that, by signing this Agreement, Customer will not breach any existing contract and the person signing this Agreement is duly authorized to do so. This Agreement, the pricing contained in this Agreement and all invoices and other related information provided by Vestis shall be considered confidential information of Vestis and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of Vestis. The parties agree that this Agreement may be signed electronically and in counterparts and that a signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement is not binding on Vestis until executed by the General Manager of the Vestis facility that will provide service to Customer. This Agreement can only be amended in writing signed by a Vestis General Manager.

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

Vestis Services, LLC.

Name of Customer Customer Phone Number

Vestis Representative Name & Title

Name & Title of Customer Contact

Signature – Vestis Representative Date

By _____
Signature of Authorized Customer Representative Date

Signature – Vestis General Manager Date

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Territory Manager

EXHIBIT C

Payment Schedule

ATTACHMENT C
PAYMENT SCHEDULE

Contractor will work with City staff to determine appropriate scheduling; billing will be issued upon completion of work.