# SCOTT COUNTY ENGINEER'S OFFICE

950 E. Blackhawk Trail Eldridge, Iowa 52748

(563) 326-8640 FAX – (563) 328-4173 E-MAIL - engineer@scottcountyiowa.gov WEB SITE - www.scottcountyiowa.gov



ANGELA K. KERSTEN, P.E. County Engineer

ELLIOTT R. PENNOCK, E.I.T. Assistant County Engineer

TARA YOUNGERS Senior Administrative Assistant

**MEMO** 

TO: Mahesh Sharma

County Administrator

FROM: Angie Kersten, P.E.

County Engineer

SUBJ: Award of Contract for Uniform and Workplace Supply Services

DATE: January 22, 2023

This resolution is to approve a contract for uniform and workplace supply services. In 2018, our department entered into a 5-year contract with Cintas for uniform and workplace supply services. Our contract expired in October 2023. We posted a request for proposals (RFP) for work apparel, floor mat, towel, and first aid services on Public Purchase in December 2023.

To be considered for selection, respondents were required to submit a complete response to the RFP. Respondents were required to submit a statement of understanding of the services to be performed, a company profile, a brief description of the company's experience in providing the requested services, a listing of existing or previous clients that may be contacted as references, and a detailed fee schedule. The proposals were evaluated and tabulated for comparison based on the service fees, the completeness of the proposal, the quality of the service provider's goods and services, and the extent to which the good and services meet our needs.

We received responsive proposals from two companies. Listed below are the fee schedules submitted in the responsive proposals:

| Service                                | Phelps<br>Uniform<br>Specialists | Vestis<br>(Formerly<br>Aramark) |
|--|----------------------------------|---------------------------------|
| (3) Diesel Mechanic Work Pants (Jeans) | 13.86                            | 11.55                           |
| (3) Diesel Mechanic Work Shirt         | 8.58                             | 6.60                            |
| (5) 3x10 Carpet High Traffic Floor Mat | 21.15                            | 15.00                           |
| (2) 4x6 Carpet High Traffic Logo Floor |                                  |                                 |
| Mat                                    | 8.18                             | 8.00                            |
| (1) 3x5 Scraper Floor Mat              | 2.00                             | 1.70                            |
| (1) 3x4 Carpet High Traffic Floor Mat  | 2.00                             | 1.50                            |
| (2) 4x6 Carpet High Traffic Floor Mat  | 6.04                             | 5.00                            |
| (200) Red Shop Towel                   | 12.00                            | 6.00                            |
| (1) First Aid Cabinet                  | 14.99                            | 14.99                           |
| Service Charge                         | 15.00                            | 5.00                            |
| Total Protection                       | 13.20                            |                                 |
| PGI                                    | 8.92                             |                                 |
| FGM                                    | 3.00                             |                                 |
|  |                                  |                                 |
| Total Weekly Charge:                   | \$128.92                         | \$75.34                         |

Based on the completeness of their proposal, quality of their goods and services, and lower service fees, Vestis out of East Moline, IL, was selected. We then met with Vestis to further discuss our service needs and to negotiate a contract. We added a jacket option for our mechanics and increased our floor mat and shop towel quantities. The adjusted service fee is estimated to be \$102.29 per week. This weekly fee may vary from week to week based on our needs.

I recommend entering into a 5-year contract with Vestis for uniform and workplace supply services. These service costs are included in our FY2024 and FY2025 budgets. Included with this memo is the contract with Vestis. Kristina Lyon has reviewed the contract and responded that it is sufficiently drafted to accomplish its intended purpose.



## SERVICE AGREEMENT

|   | Customer #:                               | Use only for current customers |
|---|---|--------------------------------|
| Customer's Service Location (for multiple locations, see attached list) | Customer's Billing Address (if different) | <del></del>                    |
| CUSTOMER NAME: SCOTT COUNTY ROADS                                       | CUSTOMER NAME:                            |                                |
| ADDRESS: 950 BLACKHAWK ROAD   | Address:                                  |                                |
| CITY/STATE/ZIP: ELDRIDGE, IA, 52748                                     | CITY / STATE / ZIP:                       |                                |

|                   | GARMENTS AND SERVICES ORDERED                   |                                |                      |   |           |                                     |
|-------------------|---|--------------------------------|----------------------|---|-----------|-------------------------------------|
| No. of<br>Wearers | MERCHANDISE<br>(More lines available on page 3) | NUMBER OF ITEMS<br>PER WEARER* | RATE<br>(per item)** | EASYCARE <sup>©</sup><br>RATE<br>(per item) | FREQUENCY | REPLACEMENT<br>CHARGE<br>(per item) |
| 3                 | PANT, CARPENTER DICKIES JEANS                   | 11                             | .25                  | .10   | WEEKLY    | 32.20                               |
| 3                 | WORK SHIRT SOLID 65/35                          | 11                             | .15                  | .05   | WEEKLY    | 16.68                               |
| 4                 | WORK JACKET                                     | 2                              | .30                  | .10   | WEEKLY    | 45.00                               |
|                   |   |                                |                      | -   |           |                                     |
| -                 |   |                                |                      | 1   |           |                                     |

#### ALLIED MERCHANDISE AND SERVICES ORDERED EASYCARE RATE REPLACEMENT CHARGE MINIMUM BILLED PERCENTAGE MERCHANDISE QUANTITY' FREQUENCY (More lines available on page 3) (per item) WEEKLY 3X5 MAT SCRAPER 1 1.70 100 N/A 77.05 10 3X10 STANDARD DKGY MAT 3.00 WEEKLY 50 N/A 132.25 WEEKLY 3X4 STANDARD DKGY MAT 1.50 N/A 51.75 2 50 4 2.50 WEEKLY 4X6 STANDARD DKGY MAT 50 N/A 100.05 2 4.00 WEEKLY 50 **4X6 LOGO MAT** 218.50 N/A

.03

WEEKLY

100

.02

1.00

SHOP TOWEL RED 18X18

|                       | ADDITIONAL                | CHARGES:                |                  |
|-----------------------|---------------------------|-------------------------|------------------|
| DESCRIPTION           | RATE                      | DESCRIPTION             | RATE             |
| Service Charge        | 5.00 per Week             | Company Emblem          | 3.00 per Emblem  |
| Preparation Charge    | .50 per Garment           | Other Emblem            | 10.00 per Emblem |
| Multi-day Stop Charge | 20.00 per Additional Stop | Name Emblem             | 1.50 per Emblem  |
|                       |                           | Other Charges/Services: |                  |

Additional Terms/Charges: ONE TIME 4 WEEKS OF FREE RENTAL CHARGES ON INITIAL INSTALL.

250

PREP AND EMBLEM CHARGES WAIVED ON INSTALL.

NO SPECIAL SIZE CHARGES FOR THE LIFE OF THE AGREEMENT

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product (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. AUS 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 AUS 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 AUS. Customer agrees that AUS is its exclusive 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 60 consecutive months following the later of such date or the date Merchandise is first installed. This Agreement will automatically renew for consecutive like terms unless either party gives the other party written notice of termination at least 60 days before the end of the then current term by certified mall, return receipt requested? All rented or leased Merchandise is the property of AUS. Rented and leased Merchandise that is lost or ruined will be promptly paid for by Customer at the then current replacement charge; except for Merchandise ruined through normal wear, ruined garment Merchandise covered by EasyCare® and lost or ruined allied Merchandise covered by EasyCare®.

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

| Use for           | Additional Line Items      |                                |                      |   |                  |                                     |
|-------------------|----------------------------|--------------------------------|----------------------|---|------------------|-------------------------------------|
| CUSTOME           | R NAME: SCOTT COUNTY ROADS | CII                            | D#:                  |   | Use only for cur | rent customers                      |
| Address           | 950 BLACKHAWK TRIAL        | CITY / STATE / ZIP:            | ELDRIDGE, I          | A, 52748                                    |                  |                                     |
|                   | GARI                       | MENTS AND SERVICES C           | RDERED:              |   | 17 77            |                                     |
| No. of<br>Wearers | MERCHANDISE                | NUMBER OF ITEMS<br>PER WEARER* | RATE<br>(per item)** | EASYCARE <sup>®</sup><br>RATE<br>(per item) | FREQUENCY        | REPLACEMENT<br>CHARGE<br>(per item) |
|                   |                            |                                |                      |   |                  |                                     |
|                   |                            |                                |                      |   |                  |                                     |
|                   |                            |                                |                      |   |                  |                                     |
|                   |                            |                                |                      |   |                  |                                     |
|                   |                            |                                |                      |   |                  |                                     |
|                   |                            |                                |                      |   |                  |                                     |

# ALLIED MERCHANDISE AND SERVICES ORDERED:

| MERCHANDISE                    | QUANTITY" | RATE<br>(per item) | FREQUENCY | MINIMUM BILLED<br>PERCENTAGE | EASYCARE®<br>RATE<br>(per item) | REPLACEMENT<br>CHARGE<br>(per item) |
|--------------------------------|-----------|--------------------|-----------|------------------------------|---------------------------------|-------------------------------------|
| FIRST AID SUPPLIES AND SERVICE | 1         | 14.99              | WEEKLY    | 100                          | N/A                             | N/A                                 |
| LAUNDRY BAG                    | 2         | .25                | WEEKLY    | 100                          | N/A                             | 5.75                                |
| LAUNDRY BAG STAND              | 1         | .25                | WEEKLY    | 100                          | N/A                             | 16.10                               |
|                                |           |                    | -         |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |
|                                |           |                    |           |                              |                                 |                                     |

### TERMS AND CONDITIONS (continued)

If an "EasyCare®" charge is included, AUS will replace the corresponding garment Merchandise that is ruined by Customer and allied Merchandise that is lost or ruined by Customer, in each case without any additional loss or ruin charges, as applicable. 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, 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.

Each year, on or after the beginning of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect by the greater of the percentage change in the Consumer Price Index over the previous 12 months or 5%. If addition, charges may be further increased upon written notice (which may be by invoice or monthly statement). Customer may reject any-such additional increase by notifying AUS in writing within 15 days of receiving notice of such increase. If Customer rejects an additional increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise, Customer agrees that AUS 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. AUS 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 10 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 AUS on all past due amounts. AUS 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 AUS in writing (by certified mail, return receipt requested) of the precise nature of the service deficiencies and allowing AUS at least 30 days to correct or begin to correct the deficiencies. If AUS has not corrected or begun to correct the deficiencies at the location, Customer may then terminate this Agreement at the location by giving AUS 30 days written notice (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS 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 AUS liquidated damages (intended as a good faith pre-estimate of the actual damages AUS would incur and not as a penalty), equal to the greater of (a) 50% 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 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 agrees to indemnify, defend and hold AUS harmless from

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. notify AUS of any toxic or hazardous substance introduced onto the Merchandise and agrees to be responsible for any loss, damage or injury experienced by AUS or its employees as a result of the existence of such substances. AUS reserves the right not to handle or process any Merchandise soiled with toxic or hazardous substances. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS 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 is responsible for determining if additional safety measures are needed under specific conditions. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use.

and against any loss, claim, expense, including attorney's fees, or liability

incurred by AUS as a result of the use of the Merchandise in areas where contact

with flames or hazardous substances is possible or where it is alleged that the

Merchandise was not appropriate for the actual use. Customer will immediately

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 AUS 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. In no event will AUS, 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 AUS's fees and costs involved in collection, including reasonable attorney's fees.

The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS'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 AUS shall be considered confidential information of AUS and Customer agrees to hold such information in confidence and not share it with any third party, without the prior written consent of AUS. 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 AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by an AUS General Manager.

Aramark Uniform Services, a division of ARAMARK Uniform & Career Apparel, LLC.

| SCOTT COUNTY ROADS  Name of Customer  | 563-328-4170<br>Customer Phone Number | CHAD KELLY AE  AUS Representative Name & Title |      |
|---------------------------------------|---------------------------------------|--|------|
| Name & Title of Customer Contact      | Castomer Friorie Number               | Signature – AUS Representative                 | Date |
| By Signature of Authorized Customer F | Representative Date                   | Signature – AUS General Manager                | Date |





Telephone: (800) 504-0328 Fax: (781)423-9091

Email: AUCA-DNBi @aramark.com

To expedite account processing, please fill out all <u>required</u>\* information on the cover page, as well as below, and <u>sign</u>\* the application.

| *Name of Business: Scott county roads   | *DUNS Number: 876438680 |                         |            |
|---|-------------------------|-------------------------|------------|
| *Trade Name / DBA Name: County Engineer |                         | *Date Business Started: |            |
| *Street Address:                        | *City:                  | *State:                 | *Zip Code: |
| 950 Blackhawk Trl                       | Eldridge                | IA                      | 52748-9320 |
|   |                         |                         |            |
| *Telephone: (563) 328-4170              | Fax:                    | *Email Address:         |            |
| *Billing Street Address:                | *City:                  | *State:                 | *Zip Code: |
| 950 Blackhawk Trl                       | Eldridge                | IA                      | 52748      |
|   |                         |                         |            |

The Undersigned hereby makes this application for credit to Aramark Uniform & Career Apparel, LLC and its subsidiaries, division, affiliates or any future successors or assigns ("Creditor") and agrees to the terms and conditions printed below. In making this application, the Undersigned agrees that all amounts payable on or before the due date on any written, quoted, or agreed terms will be paid in accordance with such terms and if not paid on or before such due date, are then delinquent. It is understood that Creditor may impose and charge a finance charge which is the lesser of one and one-half percent (1 1/2%) per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Undersigned shall be responsible for all collection costs, court costs and reasonable attorney's fees (where allowed by law) in connection with the recovery of any delinquent amount.

The Undersigned agrees to provide updated financial information upon request. The Undersigned acknowledges and agrees that Creditor may utilize outside credit reporting services/financial institutions to obtain information on the Undersigned as a condition to the continued extension of credit. Should credit availability be granted by the Creditor, all decisions with respect to the extension or continuation of credit shall be at the sole discretion of the Creditor. Creditor may terminate any credit availability within its sole discretion.

TERMS AND CONDITIONS OF SALE: The Undersigned agrees to pay for all purchases according to the terms of the Creditor. All sales are made subject to Creditor's terms and conditions of sale and Creditor objects to any different or additional terms or conditions contained in the Undersigned's purchase order or any other document submitted by the Undersigned. No terms or conditions different from or in addition to the terms of Creditor will become part of any sales agreement, purchase order, or other document unless specifically approved in writing by Creditor. Conditions for freight shall be F.O.B. shipping point with the risk of loss or damage shifting to the Undersigned upon Creditor's delivery to the Undersigned or common carrier. Items returned without prior approval may not be accepted and all returns maybe subject to a restocking charge at the sole discretion of the Creditor. Returned checks may be assessed a \$25 fee. All accounts shall be due and payable in the lockbox designated by the Creditor. Creditor reserves the right to cease extension of credit without notice or to change terms of payment pursuant to any disclosure by Undersigned according to section 409 of the Sarbanes Oxley Act. In event of litigation, sole jurisdiction and venue shall be at Creditor's discretion.

| Authorized Signature (Must be signed by owner, officer, partner or other authorized individual) | Date                          |                               |                |
|---|-------------------------------|-------------------------------|----------------|
| Notice: The Federal Equal Credit Opportunity Act prohibits creditors from dis-                  | oriminating against Cradit An | plicants on the basis of rose | salar raliaion |

Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against Credit Applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the Applicant has the capacity to enter into a binding contract); because all or part of the Applicant's income derives from any public assistance program; or because the Applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with the law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580

| For Office Use Only:  |                 |
|-----------------------|-----------------|
| Market Center Number: | Customer ID(s): |
| Date Submitted:       |                 |

| THE COUNTY AUDITOR'S SIGNATURE CERT<br>THIS RESOLUTION HAS BEEN FORMALLY AI<br>THE BOARD OF SUPERVISORS ON |      |
|--|------|
|  | DATE |
|  | DAIL |
| SCOTT COUNTY AUDITOR   |      |

# RESOLUTION

## SCOTT COUNTY BOARD OF SUPERVISORS

FEBRUARY 1, 2024

APPROVAL OF A 5-YEAR CONTRACT WITH VESTIS FOR UNIFORM AND WORKPLACE SUPPLY SERVICES

BE IT RESOLVED by the Scott County Board of Supervisors as follows:

- Section 1. That the Scott County Secondary Roads Department enters into a 5-year contract with Vestis for uniform and workplace supply services.
- Section 2. That the County Engineer be authorized to sign the agreement on behalf of the Board.
- Section 3. That this resolution shall take effect immediately.