

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.28
(ID # 12451)

MEETING DATE:
Tuesday, May 19, 2020

FROM: PURCHASING AND FLEET SERVICES:

SUBJECT: PURCHASING AND FLEET SERVICES: Ratify and Approve the Professional Services Agreements with Prudential Overall Supply and Aramark Uniforms for Work Apparel, Mats and Accessories Direct Sales and Rentals for Five Years; All Districts [Total Cost: \$3,500,000; up to \$70,000 in additional compensation] 100% Departmental Budgets

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Professional Service Agreement with Prudential Overall Supplies for as the primary vendor for work apparel, mats, and accessories direct sales and rentals uniform and mats laundry services for \$650,000 annually, for five (5) years through April 21, 2024, and authorize the Chairman of the Board to sign the Agreement on behalf of the County;
2. Ratify and approve the Professional Service Agreement with Aramark Uniforms as the secondary vendor for work apparel, mats, and accessories direct sales and rentals uniform and mats laundry services for \$50,000 annually, for five (5) years through April 21, 2024, and authorize the Chairman of the Board to sign the Agreement on behalf of the County; and

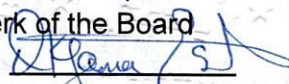
ACTION: Policy


Teresa Summers, Director of Purchasing 5/11/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: May 19, 2020
xc: Purchasing

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

3. Authorize the Purchasing Agent, in accordance with Ordinance No.459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds between the vendors; and, (c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the contracts.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$162,501	\$700,000	\$3,500,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Departmental Budgets			Budget Adjustment: No	
			For Fiscal Year: 19/20 – 24/25	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

Various county departments utilize uniform, towel and mat rentals to provide staff clean apparel to perform shop and outdoor work activities. As both Riverside and San Bernardino County utilize these services, the counties joined efforts for the release of a cooperative bid for award of services for both counties. Staff from the two purchasing departments worked together to identify the various service needs of county departments in order to establish new contract awards. This was a coordinated effort to maximum buying power and share staffing resources. Staff from both counties participated in the review of the bids and recommends award to Prudential Overall Supply as the primary vendor and Aramark Uniforms as the secondary vendor for a five-year period through April 21, 2025.

Impact on Residents and Businesses

By combining purchasing efforts, the two counties look to maximize volume pricing resulting in the contract savings and/or cost avoidance.

SUPPLEMENTAL:

Additional Fiscal Information

Based on prior year costs, county departments spend approximately \$500,000 for uniform, towels and mats rentals yearly. The departments determine the level of service needed to meet their operational needs. The majority of purchases and rentals were through Prudential Overall Supply who was the previous awarded vendor from a prior competitively bid award. As a result of the current competitive bid process Prudential Overall maintained their current pricing rates without passing on any increases from their previously awarded contract. Based on the current Consumer Price Index (CPI), and an annual spend of approximately \$500,000, Riverside County is avoiding a potential price increase of \$11,500. Additionally, by selecting Prudential

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Overall as the primary vendor compared to the secondary vendor pricing, Riverside County is avoiding \$18,000 in additional costs.

The requested total of \$700,000 for the two contracts allows for any usage increases over the five-year contract period and provides for increases not to exceed the Consumer Price Index (CPI).

Contract History and Price Reasonableness

The Purchasing Department on behalf of the Riverside and San Bernardino County departments issued Request for Proposal (RFP) PUARC#1656 for county-wide contract award of work apparel, towels and mats purchase and rental services. The RFP notification was viewed by 53 vendors and 3 bids were received; one was disqualified due to an incomplete submittal. The proposals were carefully review by an evaluation team consisting of personnel from both Riverside and San Bernardino County. Each bid response was evaluated based on the criteria set forth in the RFP. The evaluation team recommends awarding Prudential Overall Supply as the primary supplier and Aramark Uniform as the secondary supplier.

ATTACHMENTS:

Professional Service Agreement for Work Apparel, Mats and Accessories Direct Sales and Rentals between County of Riverside and Prudential Overall Supply.

Professional Service Agreement for Work Apparel, Mats and Accessories Direct Sales and Rentals between County of Riverside and Aramark Uniform.



Gregory B. Priamos, Director County Counsel 5/13/2020

PROFESSIONAL SERVICE AGREEMENT

for

WORK APPAREL, MATS AND ACCESSORIES

DIRECT SALES AND RENTALS

between

COUNTY OF RIVERSIDE

And

PRUDENTIAL OVERALL SUPPLY



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This Agreement, made and entered into this 20 day of April, 2020, by and between PRUDENTIAL OVERALL SUPPLY, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon April 20th, 2020 and continues in effect through April 21st 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$650,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Ordering County Department.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-20000-001-04/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street.
Riverside, CA 92504

CONTRACTOR

Prudential Overall Supply/Ernie Macias
6997 Jurupa Avenue
Riverside, CA 92504

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

PRUDENTIAL OVERALL SUPPLY, a California corporation

By: V. Manuel Perez
V. Manuel Perez, Chairman
Board of Supervisors

By: [Signature]
Name: General Manager
Title:

Dated: MAY 19 2020

Dated: 4-14-2020

ATTEST:
Kecia R. Harper
Clerk of the Board

By: [Signature]
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: [Signature]
Susanna Oh
Deputy County Counsel

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By: _____
V. Manuel Perez, Chairman
Board of Supervisors

By: [Signature]
Name: _____
Title: _____

Dated: _____

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ATTEST:
Kecia R. Harper
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Susanna Oh
Deputy County Counsel

Exhibit A – Scope of Service

1.1 STOCK ITEMS

Upon official notification of receipt of this award/contract, the contractor(s) shall consult with County Purchasing departments and other County departments Uniform Services personnel, to identify all contracted uniform items (BY SIZE) that will be stocked at their local distributors location and the back-up warehouse located here in Southern California. This shall be accomplished within the first 30 days of signed agreement. This action shall also repeat itself every year, and prior to the renewal of the contract during the award period. This is necessary to adjust for personnel changes within the County departments. By mutual agreement, between the parties, a size/quantity distribution shall be determined using expected manpower levels in each of the user departments. **All County employees enrolled in the rental uniform program MUST receive a minimum of 11 sets of uniforms as identified by County departments.**

Those items deemed “**In-Stock**” at the local distributor should be made available for immediate delivery should the user/buyer so desire. If the user/buyer desires “standard alterations” to be made and the attachment of patches, chevrons, trouser stripes, buttons, and name tags to the uniform by the local distributor, a seven (7) day turn-around time shall be allowed as promised and considered as reasonable. For extensive alterations to “In-Stock” uniform items a seven (7) day processing period shall also be considered as reasonable.

The Contractor(s) shall have committed to the “Maximum” delivery time for “In-Stock” items and a financial penalty it will incur whenever the maximum is exceeded. The Contractor(s) shall commit to a service satisfaction level (i.e.90%) and to make the necessary investment in “on-hand inventory” and service personnel to maintain this account. The Contractor(s) shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and product ion schedules, and sales to other user agencies, and to ensure that the County departments shall be fully serviced.

Should it be determined that the Contractor(s) has not made the necessary commitment to service and inventory stocking levels, as demonstrated by poor service to the County departments, a 30-day notice to rescind the balance of this award shall and will be issued by the Counties’ Purchasing Office(s).

2.1 NON-STOCK ITEMS

It is the desire of the County departments to have the Contractor(s), put into local stock, **for the specific use of Riverside County only**, certain “specific sizes” of normally “**Non-Stock**” uniform items, These items shall be identified by the County departments Uniform Supply Personnel and shall be available at either the local distributors location or the back-up warehouse located here in Southern California. This shall be accomplished within thirty (30) days of the award and prior to the actual commencement of the contract date. This action shall also repeat itself every year, and prior to the renewal of the contact during the award period. This is particularly necessary to adjust for personnel changes or additions and size preferences within the County departments. The stock adjustments of these “specific sizes” of normally “**Non-Stock**” uniform items shall be at “no charge” to the County during the early years of the potential award period. If the award is not renewed, at the election of the

County only, the County shall purchase all remaining “specific sizes” of normally “**Non-Stocked**” uniform items previously agreed to, that cannot be assimilated into the contractor(s) regular inventory.

The Contractor(s) shall make every effort to quickly make available for purchase the above items. Once the above items are “in-stock” at either the local distributors location or the Southern California warehouse, the County departments Uniform Supply Personnel and the County Purchasing departments shall be notified in writing as to the item and size of the availability. From then on those items shall be treated the same with respect to delivery, alterations, and commitment to service as the “**In-Stock**” items above.

3.1 UNIFORM QUALITY

Contractor(s) shall guarantee that all items, and or substitution items as having been **prior approved by the County departments**, will be available during the entire award period. All uniforms, accessories, and equipment furnished under this contract must be of the quality specified or in the event no quality is specified, must be of the best of their respective kinds, and will be subject to inspections and approval of the County departments Uniform Supply personnel within a reasonable time after delivery of the goods. When manufacturing specifications are referred to in this contract, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Individual garments shall be free from defects in materials and workmanship, and they shall be identical in color and quality. Trimmings, linings and buttons shall be exact inn style, color and quality. The stitching, stitching placement, style and size of pockets, flaps and all other details shall be identical.

If the uniform item is deficient in any respect, the uniform item shall be rejected and returned at the Contractors’ expense for replacement within the seven (7) day processing period, at no cost to the County. The original manufacturers brand label shall remain affixed to the uniform, accessory, or equipment. In no case shall the original manufacturers label be removed or covered up by another private label or “made expressly for” type of label. If this condition should appear, the County will deem the item as an unauthorized substitution. The item will be disallowed for use in the County and will be considered as grounds for “termination for cause” of the award/contract.

4.1 SUBSTITUTIONS

Substitutions will NOT be permitted unless specifically approved by the County purchasing department. Contractor then may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of the County departments as that specified. The County reserves the right, through the purchasing agents, to be the sole judge in making such determination.

5.1 INSIGNIAS

The bidder/contractor shall sew on any and all cloth insignias, name patches, or labels supplied by the County on all new uniform items, at no additional cost to the County. The cost for attachment of trouser

stripes, embroidered, silk-screened or embossed names, where required, shall be included in the initial cost for that item. In a separate section, bidder shall provide individual cost for these services as specified in the cost proposal sheet.

6.1 MEASUREMENTS, ALTERATIONS AND FITTINGS

Measurements are to be taken by the Contractor(s) at various locations in the County, as required, no later than 30 working days after receiving the request from the County departments Uniform Supply personnel. The Contractor(s) shall be solely responsible for all measurements for made-to-measure uniform items.

6.1.1 Contractor(s) shall provide to the County departments Uniform Supply personnel and to the County Purchasing buyer a listing of contacts at the local distributor facility and at the Southern California supply warehouse. If there is no Southern California supply warehouse, then the next closest point of major supply inventory shall suffice. A single point of contact at each supply location is desired; however, in all cases the name and phone number of the "general manager" shall also be listed as well as an emergency contact number for each submitted name. If the uniform, accessory, or equipment manufacturer has a sales representative, this should be provided as well; local sales representatives are preferred.

6.1.2 Contractor(s) shall regularly schedule monthly visits to County dept. locations for the express purpose of the taking of measurements and the further fitting of new uniforms, accessories, or equipment; this shall be at no cost to the County. Additional alteration appointments may be requested on an "As Needed" basis. The costs of alteration to existing uniforms or uniform past the initial "fitting stage" shall be at the expense of the County Departments. A reasonable tailoring charge shall be allowed.

6.1.3 Contractor(s) shall provide special on-site measurement services for all new recruit and special unit group orders of 10 or more.

6.1.4 The Station Commander concerned, or his designated representative, shall be the sole judge of the proper fit, as well as compliance with specifications. Any item failing to meet specifications and which cannot be successfully altered will be returned to the contractor at his expense. These items shall be replaced in conformance with the specification within seven (7) days.

6.1.5 Contractor(s) shall provide both on-site and off-site fitting services through the term of the agreement. A list of offsite fitting locations shall be provided.

7.1 DELAYS

If a delay is foreseen in the availability of any uniform (of any size), an accessory (of any type), or piece of equipment ordered by the County departments Uniform Supply Personnel, or any of the above items that are normally considered an "In-Stock" inventory item, the contractor shall give thirty (30) days prior written notice to the County departments and to the County Purchasing buyer assigned to this award. This notice shall detail the exact nature of the delay and the date the item will be either received by the user/buyer or will be available in inventory and ready for issuance. The County Purchasing Department buyer has the

right to extend the delivery due date if reasons appear, in the sole discretion of the County to be valid. The Contractor(s) must keep the County Purchasing and County departments Uniform Supply personnel advised at all times of the status of the delay or order. Default in "promised delivery" (without acceptable reasons) or failure to meet specifications, authorizes the County Purchasing Department to purchase the uniform(s), accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting contractor.

8.1 BACK ORDERS

Back orders of normally "In Stock" inventory items will not be accepted by the County during the duration of the award/contract. No item normally considered a "Non-Stock" inventory item may be back ordered without permission of the County departments Uniform supply personnel. "Non-Stock" inventory items shall be considered "back ordered" when the "agreed to" and or "promised" delivery due date has passed.

9.1 UNIFORM TRACKING

The County departments will order uniforms specific to an individual employee. This information will be provided to the Contractor(s) by the County departments on an order form (provided by vendor) with the employee's name and department. The Contractor(s) will individually package and tag/label the items associated with each employee, identifying the employee for who the order is intended. Delivery tickets or shipping statements shall show the quantity, part number, unit prices, total price, and employee name(s).

10.1 DELIVERY

Must show the number of days required to place the initial "In-Stock" material in dispensing location's inventory. Failure to state initial delivery time obligates bidder to complete the initial "In-Stock" inventory delivery in 14 calendar days. A five-day difference in initial delivery promise may break a tie bid. An unrealistic short or long delivery promised date may cause the bid to be disregarded. The initial "In-Stock" delivery period shall not be construed to also mean replenishment inventory delivery time. The replenishment deliveries of consumed inventories should be "invisible" to the County and should not deter the Contractor(s) from meeting the normal seven (7) day delivery period.

10.1.1 Contractor(s) is also "cautioned" against making false or unrealistic short or long delivery promises to bring into the dispensing location's inventory, the initial inventory of "**Non-Stock**" uniform items. The bidder/contractor(s) is also strongly "cautioned" against making the same delivery promises for "special orders" or those "oversize or undersize" uniform items that fall outside the category of "**Non-Stock**" items. The County will take into consideration the number of times a user/buyer has been "turned-away" because of false delivery promises, when considering this award for renewal.

10.1.2 Should the Contractor(s) fail to deliver an order at the time specified or within a reasonable period of time thereafter, as determined by the Purchasing Department buyer, or should the Contractor(s) fail to make timely replacement of rejected items when so requested, the County may purchase items of comparable quality in the open market in order to replace the rejected or undelivered items. The Contractor(s) shall reimburse the County for all costs above the contract price when purchases are made in the open market. Frequent late orders or consistent failure to meet delivery promises without valid reason shall result in cancellation of the entire award/contract and/or removal from the bid list.

10.1.3 Contractor(s) must provide multiple delivery days and delivery time options to accommodate County departments uniform needs.

11.1 DELIVERY CHARGES

No freight or delivery charges will be paid by the County unless specifically so stated in the purchase order; however, a station may provide a written request to ship, via UPS, any particular order. No charge will be allowed by the County for Packing, boxing, or cartage. Damage to any material not properly packed will be charged to the seller.

12.1 SAMPLES

County departments may request samples of a product or products from vendor to assess quality, size, type or other specifications. A sample of the embroidery for approval prior to embroidering on shirts, sweatshirts and outerwear will be required. This may be required for each garment color, at no additional charge to the County.

13.1 GARMENT ACCOUNTABILITY

Contractor will supply audit reports on pickup and delivery. Preferred method will be computer generated reports available to the County upon request.

14.1 MAINTENANCE OF GARMENTS

14.1.1 Launder/clean all uniforms in the Contractor's own plants in accordance with the State of California Public Health agencies requirements.

14.1.2 Contractor(s) shall maintain garments in a presentable condition at all times. If, in the opinion of the County, garments are worn or unsatisfactory, they shall be replaced immediately. Failure to provide new replacement garments within one (1) cycle may result in double credits for said garments until the replacement(s) are received. Any garments not replaced within two (2) weeks (for normal and usual sizes) and six (6) weeks for 4X and 54(+) pants or coveralls may result in termination of the contract for nonperformance.

14.1.3 Be responsible for normal wear of the uniforms and maintain them in an excellent state of repair at all times. Garment life shall be based upon a normal wear basis, replacements shall be provided as required to allow for a "first-class" appearance at all times.

14.1.4 Repair all general cuts, tears, and damage to uniforms caused by normal hazards of the employee's work, at *no cost* to the County. Garments damaged beyond repair, in the judgment of the County, caused by employee's carelessness, shall be replaced and charged to the County within two (2) weeks following the damaged garment being returned to the delivery point, notations, will be provided. All garments in need of repair shall be delivered on the next scheduled delivery. In addition, vendor shall furnish written instructions and provide a simplified repair/replacement policy at all pick-up/delivery points. Periodically, the route person shall verify the instructions are still present at the sites as well as provide any and all tags as may be necessary to keep the system operating.

14.1.5 Contractor(s) shall maintain the inventory to its proper level and certify such on a quarterly basis.

14.1.6 Contractor(s) shall provide storage lockers for delivery of clean uniforms and bins to collect soiled uniforms.

Exhibit B – Payment Provisions

Price listing:

LINE NO.	DESCRIPTION	VENDOR NOTES	BRAND	VENDOR #	UNIT COST PER EACH - RENTAL	UNIT COST PER EACH - PURCHASE
1	Leather 1 ½" Black Basketweave Trouser Belt w/ Chrome Buckle	BELT-LEATHER*BLACK W/NO SCRATCH BUCKLE	Red Kap	AB12BK	\$ -	\$ 3.00
2	Name Plate	N/A	N/A	N/A	\$ -	\$ -
3	Otto Ball Cap	Cotton Blend Twill, 6 Panel Low Profile Baseball Cap	Otto	19-061	\$ -	\$ 3.71
4	Coveralls - 100 % Cotton	Coveralls - 100 % Cotton	Red Kap	CC16	\$ 0.47	\$ 31.80
5	Coveralls - flame resistant	Coveralls - flame resistant	Bulwark	CEC2	\$ 0.60	\$ 45.67
6	Coveralls, 65/35, P/C, Twill, Navy	Coveralls, 65/35, P/C, Twill, Navy	Red Kap	CT10	\$ 0.27	\$ 31.80
7	Flow-through Floor Mats - 3x10	Flow-through Floor Mats - 3x10	Miliken	3x10	\$ 3.00	\$ 157.02
8	Flow-through Floor Mats - 3x5	Flow-through Floor Mats - 3x5	Miliken	3x5	\$ 1.50	\$ 33.57
9	Nike Air Monarch IV, Black, Size 6-15	Men/Ladies Sport Classic 6-14	Genuine Grip	2010	\$ -	\$ 33.57
10	SWAT Metro Air, 5" Short Boot, black, Size 4-15	Men/Ladies Thunderbolt Comp Toe Zipper 4-14	S Fellas	5060	\$ -	\$ 74.29
11	Workboot, Hi-tec (or equal), Size 4-15	Men/Ladies Poseidon Waterproof Soft Toe 4-14	S Fellas	6062	\$ -	\$ 60.71
12	5.11 Tactical Jacket, Color Navy w/Gold Stitching, Unisex, XL-4XL	BA Softshell Tactical Jacket	Propper	F52428	\$ -	\$ 79.86
13	Jacket, Fleece Lined Hooded, Dickies style 33237 (or equal)	Fleece Lined Hooded Nylon Jacket	Dickies	33237	\$ 0.75	\$ 35.00
14	Jacket, Perma Lined, Panel Front	JACKET*PERMA LINED PANEL FRONT 29"-65/35P/C TWILL-	Red Kap	JT50BN	\$ 0.75	\$ 35.00
15	Jacket,Slash Pocket, 65/35 P/C	JACKET*SLASH POCKET*65/35 P/C TWILL-BLACK	Red Kap	JT22BK	\$ 0.75	\$ 35.00
16	Jackets (Port Authority JST71 or equal)	Sport-Tek Sideline Jacket	Sport Tek	JST71	\$ 0.75	\$ 35.00
17	Shop Coat - Knee Length-BLEND FABRIC	SHOP COAT- 65/35 TWILL-NAVY BLUE W/ PLACKET FR	Red Kap	KT30	\$ 0.35	\$ 33.70

18	36" Dust Mop				\$ 0.63	\$ 15.38
19	48" Dust Mop				\$ 0.73	\$ 17.94
20	Pants - Blended Fabric 65% Polyester / 35% Cotton Pants / Shorts	PANTS-65/35 P/C CHARCOAL	Red Kap	PT20	\$ 0.14	\$ 20.94
21	Pants - Work Pants (Lion/511 Tactical styles 130/TDU#74280 or equal)	Men's Lightweight Tactical Pant	Propper	F5252	\$ -	\$ 44.14
22	Pants / Shorts 100% cotton	PANTS-100% COTTON NAVY	Red Kap	PC20	\$ 0.23	\$ 20.94
23	Pants executive	EXECUTIVE PANTS-75/25 POLY WOOL-BLACK	Edwards	2750-10	\$ 0.26	\$ 20.94
24	5.11 Olive Drab Tactical	N/A	N/A	N/A	\$ -	\$ -
25	5.11 TDU Green Tactical	Men's RevTac Pant	Propper	F5274	\$ -	\$ 38.43
26	Pants - Charcoal Pleated Casual Pant	EXECUTIVE PANTS-75/25 POLY WOOL-BLACK W/PLEATS	Edwards	2650-10	\$ 0.26	\$ 20.94
27	Pants bicycle, Slip-on Style, Male/Female, 100% Nylon	N/A	N/A	N/A	\$ -	\$ -
28	Pants, Denim, Cotton, Western	WESTERN PANTS-100% COTTON DENIM PRE-WASHED	Red Kap	C993RNB	\$ 0.26	\$ 23.06
29	Pants dickies, style 874 (or equal)	874 Flex Work Pant	Dickies	874	\$ 0.14	\$ 20.94
30	Pants rain, PVC/Nylon, LT Weight, Elastic Waistband (Yellow to match Neese Industries)	Light Weight Hi Viz Rain Pants	2W International	155P-E	\$ -	\$ 14.29
31	Pants - cargo	PANTS-65/35 TWILL-BLACK W/CARGO POCKETS	Edwards	2575-10	\$ 0.14	\$ 20.94
32	5.11 Green Cotton Canvas	BDU Trouser Button Fly 100% Cotton Rip Stop	Propper	F520155	\$ -	\$ 28.42
33	Scrub Suit Bottoms	MEN'S SCRUB PANT POLY BLEND NAVY	STRATEGIC PARTNERS	81006	\$ 0.14	\$ 11.00
34	Scrub Suit Top	MENS SCRUB TOP 65/35 NAVY	STRATEGIC PARTNERS	81906	\$ 0.14	\$ 11.00
35	Industrial Style Shirt, Sizes SM-XL	SHIRT-65/35 POSTMAN BLUE	Red Kap	SP14	\$ 0.14	\$ 11.00
36	Oxford Style Shirt, Sizes SM-XL	60/40 OXFORD-FRENCH BLUEW/BUTTON Down	Red Kap	SR60	\$ 0.20	\$ 17.15
37	WORK SHIRT, POPLIN, 65/35	SHIRT*65/35 P/C POPLIN - ORANGE	Red Kap	SP14	\$ 0.12	\$ 11.00

38	Shirt - Port Authority (S-XL) - assorted colors	Long Sleeve Easy Care Shirt	Port Authority	S608	\$ -	\$ 16.61
39	Shirt - Dickies Shirt, style 1574 (or equal)	Short Sleeve Work Shirt	Dickies	1574	\$ -	\$ 18.93
40	Shirts - Executive Shirts	EXECUTIVE SHIRT 65/35 POLY COTTON FRENCH BLUE	Edwards	1280-061	\$ 0.20	\$ 17.15
41	Polo Shirts - 100% Cotton	POLO SHIRT*100% COTTON PIQUE	Red Kap	7701	\$ 0.23	\$ 14.00
42	Polo Shirts - Lightweight knit Polyester	POLO SHIRT*100% SPUN POLY PIQUE KNIT	Red Kap	SK02	\$ 0.20	\$ 14.00
43	Shirt, Polo, 100% Poly	POLO SHIRT-100% POLY TRICOT, NO POCKETS	san mar	ST650	\$ 0.20	\$ 14.00
44	Women's Shirts-BLEND FABRIC	WOMEN'S WORK SHIRT	Red Kap	SP23	\$ 0.14	\$ 10.00
45	PREMIUM SHIRT, PROLAW (OR EQUAL), 65/35 PC, XS UP TO 4X	SHIRT*65/35 MOTORSPORT	Red Kap	SP28	\$ 0.14	\$ 11.00
46	Turtleneck w/Zip color navy w/gold stitching, Men's,SM-4XL	1/4 Zip Pullover	Sport Tek	ST357	\$ -	\$ 15.71
47	Work Shorts (Dickies style LR642 or equal)	DOW Cellphone Short	Red Kap	LR642	\$ 0.14	\$ 20.94
48	5.11 Green Rip Stop	Men's Lightweight RipStop Station Pant	Propper	F5275	\$ -	\$ 32.71
49	Chef Coat	CHEF COAT*100% SPUN POLYESTER-WHITE	Red Kap	0423WH	\$ 0.18	\$ 24.71
50	Women's Blouse BLEND FABRIC	Ladies Concept Henley Tunic	Port Authority	LK5432	\$ 0.20	\$ 20.71
51	Diaper Cloth		American Dawn		\$ 0.20	\$ 0.95
52	Fender Cover		Landon Haney		\$ 0.36	\$ 11.81
53	Glass Towel - 16x29		American Dawn		\$ 0.11	\$ 0.56
54	Shop Towel - 18x18		American Dawn		\$ 0.05	\$ 0.35
55	Towel, Bath		American Dawn		\$ 0.28	\$ 1.47
56	Towel, Huck		American Dawn		\$ 0.17	\$ 0.56
57	Turkish Towel - 17x20		American Dawn		\$ 0.11	\$ 0.56

58	County Discount Off Vendor Catalog				\$ -	20%
59	Embroidery				\$ -	\$ 3.00
60	Alterations				\$ -	\$ -
61	Silk Screen				\$ -	\$ -

PROFESSIONAL SERVICE AGREEMENT

for

WORK APPAREL, MATS AND ACCESSORIES

DIRECT SALES AND RENTALS

between

COUNTY OF RIVERSIDE

And

ARAMARK UNIFORM & CAREER APPAREL, LLC



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This Agreement, made and entered into this 21 day of April, 2020, by and between ARAMARK UNIFORM & CAREER APPAREL, LLC, a Delaware limited liability company (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

2. Period of Performance

2.1 This Agreement shall be effective upon April 21st, 2020 and continues in effect through April 21st 2025, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$50,000 annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Ordering County Department.

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (RIVCO-20000-002-04/25); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

5. Termination

5.1. COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from

individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. Independent Contractor/Employment Eligibility

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that

an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. Subcontract for Work or Services

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. Disputes

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. Licensing and Permits

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the

County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

13. Use By Other Political Entities

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

14. Non-Discrimination

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

16. Confidentiality

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE

Purchasing and Fleet Services
2980 Washington Street.
Riverside, CA 92504

CONTRACTOR

Aramark Uniforms/ Scott Gilberston
15525 S. Garfield Ave.
Paramount, CA 90723

19. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the

EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

21.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

21.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

22. Insurance

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. General Insurance Provisions - All lines:

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

23. General

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

23.4 CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

23.5 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

23.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

23.7 The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

23.8 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By: *V. Manuel Perez*
Kevin Jeffries, Chairman
Board of Supervisors **V. MANUEL PEREZ**

Dated: MAY 19 2020

ARAMARK UNIFORM & CAREER APPAREL, LLC

By: *Scott Gilbert*
Name: Scott Gilbert
Title: General Manager

Dated: 4/13/20

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: *Sisanna Oh*
Sisanna Oh
Deputy County Counsel


23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ARAMARK UNIFORM & CAREER APPAREL, LLC

By: _____
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Name: Scott Gilberstein
Title: General Manager

Dated: _____

Dated: 4/13/20

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Deputy County Counsel

Exhibit A – Scope of Service

1.1 STOCK ITEMS

Upon official notification of receipt of this award/contract, the contractor(s) shall consult with County Purchasing departments and other County departments Uniform Services personnel, to identify all contracted uniform items (BY SIZE) that will be stocked at their local distributors location and the back-up warehouse located here in Southern California. This shall be accomplished within the first 30 days of signed agreement. This action shall also repeat itself every year, and prior to the renewal of the contract during the award period. This is necessary to adjust for personnel changes within the County departments. By mutual agreement, between the parties, a size/quantity distribution shall be determined using expected manpower levels in each of the user departments. **All County employees enrolled in the rental uniform program MUST receive a minimum of 11 sets of uniforms as identified by County departments.**

Those items deemed “**In-Stock**” at the local distributor should be made available for immediate delivery should the user/buyer so desire. If the user/buyer desires “standard alterations” to be made and the attachment of patches, chevrons, trouser stripes, buttons, and name tags to the uniform by the local distributor, a seven (7) day turn-around time shall be allowed as promised and considered as reasonable. For extensive alterations to “In-Stock” uniform items a seven (7) day processing period shall also be considered as reasonable.

The Contractor(s) shall have committed to the “Maximum” delivery time for “In-Stock” items and a financial penalty it will incur whenever the maximum is exceeded. The Contractor(s) shall commit to a service satisfaction level (i.e.90%) and to make the necessary investment in “on-hand inventory” and service personnel to maintain this account. The Contractor(s) shall monitor their local and back-up inventories on a regular basis and coordinate their replenishment orders with the supplying factory to take into account lead time and product ion schedules, and sales to other user agencies, and to ensure that the County departments shall be fully serviced.

Should it be determined that the Contractor(s) has not made the necessary commitment to service and inventory stocking levels, as demonstrated by poor service to the County departments, a 30-day notice to rescind the balance of this award shall and will be issued by the Counties’ Purchasing Office(s).

2.1 NON-STOCK ITEMS

It is the desire of the County departments to have the Contractor(s), put into local stock, **for the specific use of Riverside County only**, certain “specific sizes” of normally “**Non-Stock**” uniform items, These items shall be identified by the County departments Uniform Supply Personnel and shall be available at either the local distributors location or the back-up warehouse located here in Southern California. This shall be accomplished within thirty (30) days of the award and prior to the actual commencement of the contract date. This action shall also repeat itself every year, and prior to the renewal of the contact during the award period. This is particularly necessary to adjust for personnel changes or additions and size preferences within the County departments. The stock adjustments of these “specific sizes” of normally “**Non-Stock**” uniform items shall be at “no charge” to the County during the early years of the potential award period. If the award is not renewed, at the election of the

County only, the County shall purchase all remaining “specific sizes” of normally “**Non-Stocked**” uniform items previously agreed to, that cannot be assimilated into the contractor(s) regular inventory.

The Contractor(s) shall make every effort to quickly make available for purchase the above items. Once the above items are “in-stock” at either the local distributors location or the Southern California warehouse, the County departments Uniform Supply Personnel and the County Purchasing departments shall be notified in writing as to the item and size of the availability. From then on those items shall be treated the same with respect to delivery, alterations, and commitment to service as the “**In-Stock**” items above.

3.1 UNIFORM QUALITY

Contractor(s) shall guarantee that all items, and or substitution items as having been **prior approved by the County departments**, will be available during the entire award period. All uniforms, accessories, and equipment furnished under this contract must be of the quality specified or in the event no quality is specified, must be of the best of their respective kinds, and will be subject to inspections and approval of the County departments Uniform Supply personnel within a reasonable time after delivery of the goods. When manufacturing specifications are referred to in this contract, such specifications shall be deemed to be an integral part hereof as if duly set out herein. Individual garments shall be free from defects in materials and workmanship, and they shall be identical in color and quality. Trimmings, linings and buttons shall be exact inn style, color and quality. The stitching, stitching placement, style and size of pockets, flaps and all other details shall be identical.

If the uniform item is deficient in any respect, the uniform item shall be rejected and returned at the Contractors’ expense for replacement within the seven (7) day processing period, at no cost to the County. The original manufacturers brand label shall remain affixed to the uniform, accessory, or equipment. In no case shall the original manufacturers label be removed or covered up by another private label or “made expressly for” type of label. If this condition should appear, the County will deem the item as an unauthorized substitution. The item will be disallowed for use in the County and will be considered as grounds for “termination for cause” of the award/contract.

4.1 SUBSTITUTIONS

Substitutions will NOT be permitted unless specifically approved by the County purchasing department. Contractor then may substitute articles so long as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used as they are of similar character, quality and design as that specified, and will serve the purpose for which the article is to be used equally well as that specified, and is equally suited to the needs of the County departments as that specified. The County reserves the right, through the purchasing agents, to be the sole judge in making such determination.

5.1 INSIGNIAS

The bidder/contractor shall sew on any and all cloth insignias, name patches, or labels supplied by the County on all new uniform items, at no additional cost to the County. The cost for attachment of trouser

stripes, embroidered, silk-screened or embossed names, where required, shall be included in the initial cost for that item. In a separate section, bidder shall provide individual cost for these services as specified in the cost proposal sheet.

6.1 MEASUREMENTS, ALTERATIONS AND FITTINGS

Measurements are to be taken by the Contractor(s) at various locations in the County, as required, no later than 30 working days after receiving the request from the County departments Uniform Supply personnel. The Contractor(s) shall be solely responsible for all measurements for made-to-measure uniform items.

6.1.1 Contractor(s) shall provide to the County departments Uniform Supply personnel and to the County Purchasing buyer a listing of contacts at the local distributor facility and at the Southern California supply warehouse. If there is no Southern California supply warehouse, then the next closest point of major supply inventory shall suffice. A single point of contact at each supply location is desired; however, in all cases the name and phone number of the “general manager” shall also be listed as well as an emergency contact number for each submitted name. If the uniform, accessory, or equipment manufacturer has a sales representative, this should be provided as well; local sales representatives are preferred.

6.1.2 Contractor(s) shall regularly schedule monthly visits to County dept. locations for the express purpose of the taking of measurements and the further fitting of new uniforms, accessories, or equipment; this shall be at no cost to the County. Additional alteration appointments may be requested on an “As Needed” basis. The costs of alteration to existing uniforms or uniform past the initial “fitting stage” shall be at the expense of the County Departments. A reasonable tailoring charge shall be allowed.

6.1.3 Contractor(s) shall provide special on-site measurement services for all new recruit and special unit group orders of 10 or more.

6.1.4 The Station Commander concerned, or his designated representative, shall be the sole judge of the proper fit, as well as compliance with specifications. Any item failing to meet specifications and which cannot be successfully altered will be returned to the contractor at his expense. These items shall be replaced in conformance with the specification within seven (7) days.

6.1.5 Contractor(s) shall provide both on-site and off-site fitting services through the term of the agreement. A list of offsite fitting locations shall be provided.

7.1 DELAYS

If a delay is foreseen in the availability of any uniform (of any size), an accessory (of any type), or piece of equipment ordered by the County departments Uniform Supply Personnel, or any of the above items that are normally considered an “In-Stock” inventory item, the contractor shall give thirty (30) days prior written notice to the County departments and to the County Purchasing buyer assigned to this award. This notice shall detail the exact nature of the delay and the date the item will be either received by the user/buyer or will be available in inventory and ready for issuance. The County Purchasing Department buyer has the

right to extend the delivery due date if reasons appear, in the sole discretion of the County to be valid. The Contractor(s) must keep the County Purchasing and County departments Uniform Supply personnel advised at all times of the status of the delay or order. Default in “promised delivery” (without acceptable reasons) or failure to meet specifications, authorizes the County Purchasing Department to purchase the uniform(s), accessories, or equipment elsewhere and charge full increase in cost and handling to the defaulting contractor.

8.1 BACK ORDERS

Back orders of normally “In Stock” inventory items will not be accepted by the County during the duration of the award/contract. No item normally considered a “Non-Stock” inventory item may be back ordered without permission of the County departments Uniform supply personnel. “Non-Stock” inventory items shall be considered “back ordered” when the “agreed to” and or “promised” delivery due date has passed.

9.1 UNIFORM TRACKING

The County departments will order uniforms specific to an individual employee. This information will be provided to the Contractor(s) by the County departments on an order form (provided by vendor) with the employee’s name and department. The Contractor(s) will individually package and tag/label the items associated with each employee, identifying the employee for who the order is intended. Delivery tickets or shipping statements shall show the quantity, part number, unit prices, total price, and employee name(s).

10.1 DELIVERY

Must show the number of days required to place the initial “In-Stock” material in dispensing location’s inventory. Failure to state initial delivery time obligates bidder to complete the initial “In-Stock” inventory delivery in 14 calendar days. A five-day difference in initial delivery promise may break a tie bid. An unrealistic short or long delivery promised date may cause the bid to be disregarded. The initial “In-Stock” delivery period shall not be construed to also mean replenishment inventory delivery time. The replenishment deliveries of consumed inventories should be “invisible” to the County and should not deter the Contractor(s) from meeting the normal seven (7) day delivery period.

10.1.1 Contractor(s) is also “cautioned” against making false or unrealistic short or long delivery promises to bring into the dispensing location’s inventory, the initial inventory of “**Non-Stock**” uniform items. The bidder/contractor(s) is also strongly “cautioned” against making the same delivery promises for “special orders” or those “oversize or undersize” uniform items that fall outside the category of “**Non-Stock**” items. The County will take into consideration the number of times a user/buyer has been “turned-away” because of false delivery promises, when considering this award for renewal.

10.1.2 Should the Contractor(s) fail to deliver an order at the time specified or within a reasonable period of time thereafter, as determined by the Purchasing Department buyer, or should the Contractor(s) fail to make timely replacement of rejected items when so requested, the County may purchase items of comparable quality in the open market in order to replace the rejected or undelivered items. The Contractor(s) shall reimburse the County for all costs above the contract price when purchases are made in the open market. Frequent late orders or consistent failure to meet delivery promises without valid reason shall result in cancellation of the entire award/contract and/or removal from the bid list.

10.1.3 Contractor(s) must provide multiple delivery days and delivery time options to accommodate County departments uniform needs.

11.1 DELIVERY CHARGES

No freight or delivery charges will be paid by the County unless specifically so stated in the purchase order; however, a station may provide a written request to ship, via UPS, any particular order. No charge will be allowed by the County for Packing, boxing, or cartage. Damage to any material not properly packed will be charged to the seller.

12.1 SAMPLES

County departments may request samples of a product or products from vendor to assess quality, size, type or other specifications. A sample of the embroidery for approval prior to embroidering on shirts, sweatshirts and outerwear will be required. This may be required for each garment color, at no additional charge to the County.

13.1 GARMENT ACCOUNTABILITY

Contractor will supply audit reports on pickup and delivery. Preferred method will be computer generated reports available to the County upon request.

14.1 MAINTENANCE OF GARMENTS

14.1.1 Launder/clean all uniforms in the Contractor's own plants in accordance with the State of California Public Health agencies requirements.

14.1.2 Contractor(s) shall maintain garments in a presentable condition at all times. If, in the opinion of the County, garments are worn or unsatisfactory, they shall be replaced immediately. Failure to provide new replacement garments within one (1) cycle may result in double credits for said garments until the replacement(s) are received. Any garments not replaced within two (2) weeks (for normal and usual sizes) and six (6) weeks for 4X and 54(+) pants or coveralls may result in termination of the contract for nonperformance.

14.1.3 Be responsible for normal wear of the uniforms and maintain them in an excellent state of repair at all times. Garment life shall be based upon a normal wear basis, replacements shall be provided as required to allow for a "first-class" appearance at all times.

14.1.4 Repair all general cuts, tears, and damage to uniforms caused by normal hazards of the employee's work, at no cost to the County. Garments damaged beyond repair, in the judgment of the County, caused by employee's carelessness, shall be replaced and charged to the County within one (1) week following the damaged garment being returned to the delivery point, notations, will be provided. All garments in need of repair shall be delivered on the next scheduled delivery. In addition, vendor shall furnish written instructions and provide a simplified repair/replacement policy at all pick-up/delivery points. Periodically, the route person shall verify the instructions are still present at the sites as well as provide any and all tags as may be necessary to keep the system operating.

14.1.5 Contractor(s) shall maintain the inventory to its proper level and certify such on a quarterly basis.

14.1.6 Contractor(s) shall provide storage lockers for delivery of clean uniforms and bins to collect soiled uniforms.

Exhibit B – Payment Provisions

Price listing:

LINE #	DESCRIPTION	BRAND	VENDOR #	UNIT COST PER EACH - RENTAL	UNIT COST PER EACH - PURCHASE
1	Leather 1 ½" Black Basketweave Trouser Belt w/ Chrome Buckle	Wearguard	7152	N/A	Up to 42 - \$8.99 44-50 - \$10.99 52 - \$12.99
2	Name Plate			N/A	\$ 1.00
3	Otto Ball Cap	Wearguard	1640	N/A	\$ 6.99
4	Coveralls - 100 % Cotton	Aramark	GO-0009/314	\$ 0.40	Up to 48 -\$29.99 50 - \$34.99
5	Coveralls - flame resistant	Aramark	GO-2897/5967	\$ 0.76	Up to 50L-\$74.99 52 - \$84.99
6	Coveralls, 65/35, P/C, Twill, Navy	Aramark	GO-0011/316	\$ 0.35	Up to 48-\$29.99 50 - \$34.99 60 - \$39.99
7	Flow-through Floor Mats - 3x10	Aramark	DM-0001	\$ 1.50	N/A
8	Flow-through Floor Mats - 3x5	Aramark	DM-0001	\$ 0.85	N/A
9	Nike Air Monarch IV, Black, Size 6-15		4793	N/A	\$ 39.99
10	SWAT Metro Air, 5" Short Boot, black, Size 4-15	Bate's	4333	N/A	\$ 99.99
11	Workboot, Hi-tec (or equal), Size 4-15	Timberland	4724	N/A	\$ 99.99
12	5.11 Tactical Jacket, Color Navy w/Gold Stitching, Unisex, XL-4XL	Wearguard	401	N/A	Up to XL-\$34.99 2XL - \$39.99 4XL - \$44.99
13	Jacket, Fleece Lined Hooded, Dickies style 33237 (or equal)	Wearguard	3401	N/A	Up to XL-\$34.99 2XL - \$39.99 4XL - \$44.99
14	Jacket, Perma Lined, Panel Front	Aramark	GO-0218/305	\$ 0.23	Up to XL-\$24.99 2XL - \$29.99 4XL - \$34.99
15	Jacket,Slash Pocket, 65/35 P/C	Aramark	GO-0356/300	\$ 0.23	Up to XL-\$24.99 2XL - \$29.99

					4XL - \$34.99
16	Jackets (Port Authority JST71 or equal)	Wearguard	355	N/A	Up to XL-\$20.99 2XL - \$25.99 4XL - \$30.99
17	Shop Coat - Knee Length-BLEND FABRIC	Aramark	GO-1539/3061	\$ 0.21	Up to 42-\$16.99 44 - \$21.99 56 - \$26.99
18	36" Dust Mop	Aramark	DP-0018	\$ 0.28	N/A
19	48" Dust Mop	Aramark	DP-0018	\$ 0.36	N/A
20	Pants - Blended Fabric 65% Polyester / 35% Cotton Pants / Shorts	Aramark	GP-0002/201	\$ 0.18	Up to 42-\$11.99 44 - \$13.99 52 - \$15.99
21	Pants - Work Pants (Lion/511 Tactical styles 130/TDU#74280 or equal)	Wearguard	2515	N/A	Up to 42 -\$16.99 44 - \$18.99
22	Pants / Shorts 100% cotton	Aramark	GP-0171/2015	\$ 0.21	Up to 42 -\$13.99 44 - \$15.99
23	Pants executive	Aramark	GP-0151/2045	\$ 0.20	Up to 42 -\$13.99 44 - \$15.99
24	5.11 Olive Drab Tactical	Wrangler	5520	N/A	\$ 39.99
25	5.11 TDU Green Tactical	Wrangler	5520	N/A	\$ 39.99
26	Pants - Charcoal Pleated Casual Pant	Aramark	GP-0151/2045	\$ 0.20	Up to 42 -\$13.99 44 - \$15.99
27	Pants bicycle, Slip-on Style, Male/Female, 100% Nylon	Aramark	21724	N/A	Up to 42 -\$24.99 44 - \$29.99
28	Pants, Denim, Cotton, Western	Aramark	GP-0294/217	\$ 0.27	Up to 42-\$14.99 44 - \$16.99 52 - \$18.99
29	Pants dickies, style 874 (or equal)	Dickies	GP-0564/2374	\$ 0.31	Up to 42 -\$19.99 44 - \$21.99
30	Pants rain, PVC/Nylon, LT Weight, Elastic Waistband (Yellow to match Neese Industries)	Wearguard	833	N/A	Up to XL -\$13.99 2XL - \$19.99
31	Pants - cargo	Aramark	GP-0621/2052	\$ 0.21	Up to 42-\$16.99 44 - \$18.99 52 - \$20.99
32	5.11 Green Cotton Canvas	5.11 Tactical	2127	N/A	Up to 42 -\$49.99 44 - \$54.99

33	Scrub Suit Bottoms	Aramark	GS-1818/1378	\$ 0.17	Up to XL-\$9.99 2XL - \$11.99 4XL - \$13.99
34	Scrub Suit Top	Aramark	GP-0860/3056	\$ 0.17	Up to XL-\$9.99 2XL - \$12.99 4XL - \$13.99
35	Industrial Style Shirt, Sizes SM-XL	Aramark	GS-0019/07/101	\$ 0.14	Up to XL-\$13.99 2XL - \$15.99 4XL - \$17.99
36	Oxford Style Shirt, Sizes SM-XL	Aramark	GS-0099/98/7063/66	\$ 0.20	Up to XL -\$11.99 2XL - \$13.99
37	WORK SHIRT, POPLIN, 65/35	Aramark	GS-0019/07/101	\$ 0.14	Up to XL-\$13.99 2XL - \$15.99 4XL - \$17.99
38	Shirt - Port Authority (S-XL) - assorted colors	Wearguard	GS1724/11132	\$ 0.19	Up to XL-\$14.99 2XL - \$16.99 4XL - \$18.99
39	Shirt - Dickies Shirt, style 1574 (or equal)	Dickies	GS-1986/2315/16	\$ 0.31	Up to XL-\$19.99 2XL - \$21.99 4XL - \$23.99
40	Shirts - Executive Shirts	Aramark	GS-0099/98/7063	\$ 0.20	Up to XL -\$11.99 2XL - \$13.99
41	Polo Shirts - 100% Cotton	Wearguard	23470	N/A	Up to XL -\$14.99 2XL - \$16.99
42	Polo Shirts - Lightweight knit Polyester	Aramark	GS-1724/11132	\$ 0.19	Up to XL-\$14.99 2XL - \$16.99 4XL - \$18.99
43	Shirt, Polo, 100% Poly	Aramark	GS-1724/11132	\$ 0.19	Up to XL-\$14.99 2XL - \$16.99 4XL - \$18.99
44	Women's Shirts-BLEND FABRIC	Aramark	GS-2155/54	\$ 0.14	Up to XL -\$11.99 2XL - \$13.99
45	PREMIUM SHIRT, PROLAW (OR EQUAL), 65/35 PC, XS UP TO 4X	DutyPro	19987	N/A	Up to XL-\$19.99 2XL - \$24.99 4XL - \$29.99
46	Turtleneck w/Zip color navy w/gold stitching, Men's,SM-4XL	Wearguard	3390	N/A	Up to XL-\$19.99 2XL - \$24.99 4XL - \$29.99
47	Work Shorts (Dickies style LR642 or equal)	Aramark	GP-0730/2523	\$ 0.20	Up to 42-\$13.99 44 - \$15.99 52 - \$17.99
48	5.11 Green Rip Stop			N/A	\$ -

49	Chef Coat	Aramark	GO-2487/22487	\$ 0.16	Up to XL-\$16.99 2XL - \$18.99 4XL - \$20.99
50	Women's Blouse BLEND FABRIC	Wearguard	14083	N/A	Up to XL -\$16.99 2XL - \$18.99
51	Diaper Cloth	Aramark	TO-0107	\$ 0.08	N/A
52	Fender Cover	Aramark	DP-0020	\$ 0.42	N/A
53	Glass Towel - 16x29	Aramark	TO-0008	\$ 0.08	N/A
54	Shop Towel - 18x18	Aramark	TS-0002	\$ 0.06	N/A
55	Towel, Bath	Aramark	TO-0033	\$ 0.17	N/A
56	Towel, Huck	Aramark	TO-0011	\$ 0.08	N/A
57	Turkish Towel - 17x20	Aramark	TO-0055	\$ 0.12	N/A
58	County Discount Off Vendor Catalog			N/A	Quote
59	Embroidery			N/A	Quote
60	Alterations			N/A	Quote
61	Silk Screen			N/A	Quote