

CONTRACT FOR LINEN SUPPLIES

This Contract for Linen Supplies ("Contract"), made this 24 day of August, 2018 (the "Effective Date"), by and between the Wheaton Park District, an Illinois park district (the "Park District"), with its principal place of business at 102 E. Wesley Street, Wheaton, Illinois and Aramark Uniform Services, an Illinois corporation (the "Vendor"), with its principal place of business at 3795 N. Wilke Road, Arlington Height, Illinois collectively referred to as the "Parties" or individually as "Party."

1. SERVICES

Vendor shall provide all the labor and any necessary materials required to complete the work as outlined in the Bid for Linen Supplies 2018 dated August 24, 2018 (hereinafter referred to as the "Services"). The Services and any materials agreed to be furnished for the Services shall be completed in accordance with the Contract Documents, as defined in Section 2 of this Contract. The Park District agrees to pay Vendor for the performance of its Services and the furnishing of any necessary materials in accordance with the payment terms set forth in the Contract Documents. Vendor agrees to perform all Services in a good and workmanlike manner.

A. In addition to any Services, Vendor agrees to provide the following Guarantees:

1. Vendor shall deliver all linens (hereinafter referred to as "Merchandise") to the Park District twice a week on every Monday and Thursday before 11:00 a.m. during the Term of the Contract;
2. Vendor shall clean all Merchandise using the highest commercially acceptable standards in laundering methods;
3. Vendor shall deliver to the Park District all Merchandise in a clean and useable condition each scheduled delivery day;
4. Vendor shall maintain inventory level and shall clean and replace any soiled Merchandise no later than seven (7) days after pick-up;
5. Vendor shall adjust the Merchandise level(s) as directed by the Park District during the Term of the Contract;
6. Vendor shall replace worn-out Merchandise on the next regularly scheduled delivery day with Merchandise meeting the Park District's approval, at no additional charge to the Park District or issue an immediate credit on that day's invoice;

7. Vendor shall provide linen bags, linen stands, two (2) outdoor linen bins and one (1) indoor rolling laundry cart for soiled laundry at no additional charge to the Park District; and
8. Vendor's delivery driver shall have the ability to edit and/or credit real-time invoices at the time of the delivery of the Merchandise for Merchandise that are unusable and rejected by the Park District due to wear, stain, tears or other conditions as determined by the Park District.

(hereinafter referred to as "Service Guarantees").

B. In addition to any Services, Vendor agrees to:

1. Issue a non-priced delivery slip with each Monday delivery and include an invoice with each Thursday delivery for the combined total of Merchandise laundered and delivered that week, or for a minimum billing percentage of the Park District's dictated total inventory (calculated weekly), whichever amount is greater. Vendor's invoice shall specify both the amount billed the Park District and the amount of Merchandise delivered for the respective week;
2. In the event the Park District orders extra Merchandise above and beyond the inventory levels included in the Specifications, Vendors shall, upon request of the Park District, invoice the Park District for the extra Merchandise as a one time charge; and
3. Remain committed to meeting or exceeding the Park District's needs, and to respond to any Park District service request or concern within forty-eight business hours after receipt by a Vendor representative.

2. CONTRACT DOCUMENTS

The Contract Documents consist of this Contract between the Park District and the Vendor and the Legal Notice, Instructions to Bidders, General Requirements, and Specifications dated June 22, 2015 (the "Bid Documents"), attached to and incorporated as part of this Contract as **Exhibit A**, the Vendor's Proposal, dated August 24, 2018, attached to and incorporated as part of this Contract as **Exhibit B** ("Vendor's Proposal"), the Vendor Compliance and Certification and References, attached to and incorporated as part of this Contract as **Exhibit C**, and any addenda issued prior to the execution of this Contract and any modifications issued after the execution of this Contract. Modifications to this Contract may only be made in writing and endorsed by the Parties. All of the terms, conditions and Specifications contained in the Bid Documents are incorporated herein.

3. PAYMENT

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3. PAYMENT

The Park District shall pay the fees for all Merchandise and Services supplied by Vendor under this Contract pursuant to Vendor's Proposal and in accordance with the Illinois Prompt Payment Act (30 ILCS 540/0.01 *et seq*).

4. TERM

The term of this Contract shall be from August 24, 2018 through August 24, 2021 unless sooner terminated as hereinafter provided (hereinafter referred to as the "Term").

5. DELIVERY/RISK OF LOSS

Vendor shall deliver the Merchandise in accordance with Section 1 of this Contract and the Bid Documents. Vendor will arrange for delivery of Merchandise through a carrier chosen by Vendor, the costs of which shall be F.O.B. Wheaton, Illinois. Risk of loss, injury or destruction from any casualty to the Merchandise, regardless of cause, will be the responsibility of the Vendor until the Merchandise has been received, inspected and accepted by the Park District.

6. CORRECTION OF DEFICIENCIES

If the Vendor defaults or neglects to provide the Services in accordance with the Contract Documents and fails, within a two (2) business day period after receipt of written notice from the Park District, to commence to cure said default, the Park District may, without prejudice to other remedies, correct said deficiencies. In such case, the Park District shall deduct from payments then or thereafter due the Vendor the cost of correcting such deficiencies, including compensation to the Park District for any and all expenses related thereto. If the amount deducted by the Park District exceed the payments then or thereafter due the Vendor, the Vendor shall pay the difference to the Park District.

The rights and remedies of Park District stated in this Contract shall be in addition to and not in limitation of, any other rights of the Park District granted in the Contract Documents or at law or in equity.

7. WARRANTIES

The Vendor warrants to the Park District that the Merchandise will be of the best quality and free from defects and deficiencies, and that the Services and Merchandise will conform to the requirements of the Contract Documents. Services and Merchandise not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Vendor's warranty excludes remedy for damage or defect caused by Park District's abuse, modifications not executed by the Vendor, improper or insufficient maintenance by the Park District, improper operation or normal wear and tear under normal usage.

Except as otherwise provided in this Contract, all warranties shall become effective on the date of delivery to the Park District, and shall run for a twelve (12) month period, unless a longer

period is provided for in the Contract Documents or by law. Where warranties overlap, the more stringent requirement shall govern. Vendor shall repair and replace, as determined by the Park District, any defects or deficiencies at no charge to the Park District within the warranty period.

Final acceptance shall occur only after the Merchandise has been delivered, inspected and accepted by the Park District. No warranty herein shall be deemed waived upon Park District's inspection and acceptance of delivery of the Merchandise.

8. TERMINATION

A. The Park District may terminate this Contract upon thirty (30) days prior written notice delivered by the Park District to Vendor for the Park District's convenience.

B. Without prejudice to any other rights or remedies that the Park District may have, the Park District may terminate this Contract immediately by delivery of notice to Vendor at any time if any of the following events shall occur:

- (1) Vendor shall: (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a volunteer petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code of any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition of Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for a permit for the appointment of a receiver or trustee for its assets;
- (2) Vendor shall default under any provision of this Contract and shall have failed to cure such default within thirty (30) days after it received written notice of such default from the Park District; or
- (3) Any of the representations or warranties made by Vendor in this Contract shall prove to be untrue or inaccurate in any material respect.

Upon receipt of a notice of termination from the Park District, Vendor shall immediately, in accordance with instructions from the Park District: (1) cease operation as specified in the notice; and (2) enter into no further subcontracts for labors, services, facilities or materials, except as necessary to complete continued portion of the Services. Vendor shall recover payment for the Services approved by the Park District and performed by Vendor prior to the effective date of the termination. Vendor shall not be entitled to damages resulting from termination pursuant to this Section 8.

9. PROPERTY OF VENDOR

All Merchandise supplied to the Park District under this Contract remains the sole property of Vendor. As of the effective date of termination of this Contract for any reason, the Park District

will return to Vendor all Merchandise. For any Merchandise damaged or lost by the Park District or its employees, Vendor will be entitled to a loss and ruin charge that shall not exceed 1% of the Park District's weekly bill. The Park District shall not be subject to any other costs or fees for the loss, ruin or damage of the Merchandise.

10. INSURANCE

Vendor shall purchase and hold in force at all times during the Term of this Contract:

A. Commercial General and Umbrella Liability Insurance

Vendor shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Park District, its commissioners, officers, employees and agents shall be named as additional insureds on all insurance policies.

B. Business Auto and Umbrella Liability Insurance

Vendor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

Vendor shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

Vendor waives all rights against the Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Vendor's activities.

D. General Insurance Provisions

1. Evidence of Insurance

Vendor shall furnish the Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to the Park District shall be by certified mail, return receipt requested.

Failure of the Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Park District to identify a deficiency from evidence that is provided shall not be construed as waiver of Vendor's obligation to maintain such insurance.

The Park District shall have the right, but not the obligation, of prohibiting Vendor from entering the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this Contract at the Park District's option.

Vendor shall provide certified copies of all insurance policies required above within 10 days of the Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the District has the right to reject insurance written by an insurer it deems unacceptable.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Vendor may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

4. Subcontractors

Vendor shall cause each subcontractor employed by Vendor to purchase and maintain insurance of the type specified above. When requested by the Park District, Vendor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

11. INDEMNIFICATION

To the fullest extent permitted by law, Vendor shall indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising out of, incidental to, resulting from or in connection with Vendor's performance of its obligations under the Contract Documents, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and (ii) is caused in whole or in part by any negligent or wrongful act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section. Vendor shall similarly protect, indemnify and hold and save harmless the Park District, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Vendor's breach of any of its obligations under, or Vendor's default of, any provision of the Contract.

12. INDEPENDENT VENDOR

Vendor acknowledges that it is an independent Vendor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it, as well as any persons or agents as it may employ are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

13. NO THIRD PARTY BENEFICIARY

This Contract is entered into solely for the benefit of the contracting Parties, and nothing in this Contract is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Contract or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the Park District and/or Vendor, and/or any of their respective officials, officers and/or employees.

14. WAIVER

Waiver of any of the terms of this Contract shall not be valid unless in writing and signed by the Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of contract.

15. ASSIGNMENT

Vendor shall not assign this Contract without prior written approval from the Park District.

16. SEVERABILITY

If any provision of this Contract is declared invalid or unenforceable, the remainder of this Contract shall continue in full force and effect, to the extent not affected by the invalid or unenforceable provision.

17. NOTICES

All notices permitted or required under this Contract must be in writing and transmitted by personal delivery, a nationally recognized overnight courier service, certified or registered mail, return receipt requested, or facsimile (with confirmation). Notices shall be sent to the following addresses or to such other address as either party may specify in writing:

FOR THE PARK DISTRICT:

Wheaton Park District
102 E. Wesley Street
Wheaton, Illinois 60187
Attn: Executive Director

FOR VENDOR SERVICES:

Aramark Uniform Services
3795 N. Wilke Road
Arlington Height, Illinois 60004

18. CHOICE OF LAW

Any suit or action arising under this Contract shall be commenced in the Circuit Court of the DuPage County, Illinois, but only after exhausting all possible administrative remedies. In any suit or action arising under this Contract, the Park District shall be entitled to an award of reasonable attorney's fees and costs of litigation if Vendor is found liable. Vendor, its successors or assigns shall maintain no suit or action, against Park District on any claim based upon or arising out of this Contract or out of anything done in connection with this Contract unless such action

shall be commenced within one year from the Park District's acceptance of the Services performed herein.

19. COMPLIANCE WITH LAWS; LICENSES AND PERMITS

All materials, supplies and equipment provided under this Contract must comply with all federal, state, county and local laws, ordinances, rules, regulations and orders that in any manner affect the production, sale, transportation and handling of the product or service contained herein. Vendor shall be responsible for obtaining all permits and license required to perform its obligations under this Contract. Lack of knowledge on the part of the Vendor will in no way be cause for release of this obligation. The Park District reserves the right to terminate any contract and pursue any other legal remedies deemed necessary if it becomes aware of violation of any laws on the part of the Vendor.

20. NO JOINT VENTURE OR PARTNERSHIP

Nothing in this Contract shall be construed to place the parties in a relationship or partnership, joint venturers, principal and agent, employer-employee or similar relationship between Vendor and the Park District.

21. HEADINGS

The headings of paragraphs in this Contract are for convenience only. They form no part of this Contract and shall not affect its interpretations.

22. ENTIRE AGREEMENT; NO AMENDMENT

This Contract contains the entire agreement between the Parties, and no statement, promise or inducement made by either Party to the agency of the other Party that is not contained in this written Contract shall be valid or binding. No amendment or modification shall be made to this Contract unless it is in writing and signed by both Parties.

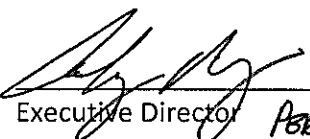
IN WITNESS WHEREOF the Parties hereto have set their respective hands and seals and year first above written.

WHEATON PARK DISTRICT

VENDOR *ARmark*

By:

By: *Rick Hart - EM*

 *3/23/18*
Executive Director *MR MIKE BONARD*
#638096 *EXECUTIVE DIRECTOR*

Its: 