

## OFFICE OF THE CITY ADMINISTRATIVE OFFICER

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Date: April 10, 2025

CAO File No. 0150-12945-0000

Council File No.

Council District: 6, 11

To: The Mayor

From: Matthew W. Szabo, City Administrative Officer

Reference: Correspondence from the Los Angeles World Airports Board of Airport Commissioners dated March 13, 2025 and March 17, 2025; referred by the Mayor for a report on March 14, 2025

Subject: **RESOLUTION NO. 28120 AND PROPOSED SECOND AMENDMENT TO CONTRACT NO. DA-5533 BETWEEN LOS ANGELES WORLD AIRPORTS AND SERVICEWEAR APPAREL, INC. FOR THE PURCHASE OF UNIFORMS**

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### RECOMMENDATION

That the Mayor:

1. Approve Los Angeles World Airports (LAWA) Board Resolution No. 28120 authorizing a Second Amendment to Contract DA-5533 with ServiceWear Apparel, Inc. for the purchase of uniforms, extending the term by either 18 months, retroactive from March 13, 2025 through September 13, 2026 or through the expiration of the Region 4 Education Service Contract, whichever occurs first;
2. Adopt the March 17, 2025 Board of Airport Commissioners (Board) determination in Resolution No. 28120 that this action is exempt from the California Environmental Quality Act (CEQA) pursuant to Article II Section 2.f of the Los Angeles City CEQA Guidelines; and,
3. Authorize the LAWA Chief Executive Officer, or designee, to execute the proposed Second Amendment upon approval as to form by the City Attorney and approval by the Council.

### SUMMARY

The Los Angeles World Airports (LAWA, Department) Board of Airport Commissioners (Board) requests approval of its March 17, 2025 Resolution No. 28120, authorizing a proposed Second Amendment (Amendment) to Contract No. DA-5533 (Contract) with ServiceWear Apparel, Inc. (ServiceWear) for the purchase of uniforms. The proposed Amendment will retroactively extend the current term by either 18 months to expire on September 13, 2026 or until the contact from which this Contract is piggybacked from expires. The current three-year term expired on March 13, 2025. The proposed Amendment will allow for continued purchase of uniforms for LAWA staff and

provide additional time for LAWA staff to release a new Request for Proposals. Except as proposed in this Amendment, all other terms and conditions remain unchanged.

The proposed Amendment to the contract is subject to approval as to form by the City Attorney. Pursuant to Charter Section 373 and Los Angeles Administrative Code Section 10.5(a), Council approval is required because the overall contract term exceeds three years. Our Office has reviewed the request and recommends approval.

## **BACKGROUND**

More than 1,800 LAWA staff are required to wear uniforms while performing job duties. Prior to the current Contract, the Department rented uniforms for staff use. The vendor LAWA previously contracted with did not provide adequate service and unexpectedly stopped delivery of rented uniforms. This unexpected disruption resulted in some staff being left without uniform pieces for an extended period of time. As a result, the Department reassessed uniform needs and LAWA staff proposed procuring a contract for the purchase of uniforms rather than continuing to provide rentals.

*Original Contract* – In 2019, LAWA staff researched existing contracts for the purchase of apparel, uniforms, and related accessories and found three contracts that suited LAWA's needs through the Omnia Partners website. Omnia Partners is a purchasing organization that assists local and state governments, K-12 education, colleges, and universities with procurement services. Contracts through Omnia Partners are competitively solicited and publicly awarded. Including LAWA, there are over 234,000 member agencies that procure contracts through Omnia Partners and once a contract is executed, any member agency may use it.

The current Contract is piggybacked off of a contract (Attachment 2) procured through Omnia Partners in 2021 by Region 4 Education Service Center (ESC) which is located in Houston, Texas. In their solicitation, ESC received six proposals and evaluated the proposers on products/pricing, performance capability, qualification and experience, and value added. Based on the evaluations, ESC awarded Contract R210102 to ServiceWear. On February 17, 2022, the Board approved a three-year contract with ServiceWear for the purchase of various apparel items including uniform pieces by joining Omnia Partners Contract R210102 and a cost authority of \$950,000. The Contract expired on March 13, 2025.

*First Amendment* – On October 29, 2024, the Board approved a First Amendment to Contract DA-5533 to increase the contract authority by \$450,000 from \$950,000 to \$1,400,000. The increased contract authority was needed as the result of staff turnover rates.

*Second Amendment* – On March 13, 2025, the Board approved a Second Amendment to Contract DA-5533 to extend the term by 18 months retroactively from March 13, 2025 to September 13, 2026. Amendment Section 1 states that the Contract expires on the earlier of either September 13, 2026 or when ESC Contract expires. The ESC contract is currently set to expire on May 31, 2026. No changes were made to the contract authority which remains at \$1,400,000. Except as stated in the Amendment, all other terms and conditions remain the same. The additional term will allow the

Department to release a new Request for Proposals (RFP) and procure a new contract. The Department has evaluated both rental and purchase models as well as lessons learned from the current Contract and will incorporate their findings in the new RFP. LAWA staff estimate releasing the RFP by the end of September 2025.

To date, the Department has purchased nearly 25,900 uniform pieces through the Contract with an average cost of \$34 per piece. Approximately 60 percent of the contract authority has been spent and there is sufficient authority for the additional term of 18 months.

*Alternatives Considered* – There are no viable alternatives to the proposed Amendment. Without the Amendment, there will be disruptions in uniform purchases which may impact the ability of staff to perform their duties and comply with uniform requirements.

## **CITY COMPLIANCE**

*Small Business Enterprise (SBE), Local Business Enterprise (LBE), Local Small Business Enterprise (LSBE), and Disabled Veterans Business Enterprise (DVBE) Participation* – The Department states that no levels for business enterprise participation were set for this Contract.

*Charter Section 1022* – On February 17, 2022, the Board approved the determination that the work performed is more feasibly done by a contractor due to the proprietary nature of the work.

*California Environmental Quality Act (CEQA)* – Continuing administrative activities are exempt from the California Environmental Quality Act (CEQA) pursuant to Article II Section 2. of the Los Angeles City CEQA Guidelines.

The proposed Amendment includes provisions to ensure compliance with applicable City ordinances, contracting, and insurance requirements. The proposed Amendment is subject to approval as to form by the City Attorney. In accordance with Charter Section 373 and Administrative Code Sections 10.5(a), the proposed Amendment requires Council approval because the total overall term exceeds three years. Our Office recommends approval.

## **FISCAL IMPACT STATEMENT**

Approval of the proposed Second Amendment to Contract No. DA-5533 with ServiceWear Apparel, Inc. for procurement of uniforms will have no impact on the City's General Fund. There is no change to the contract authority of \$1,400,000 through the Amendment. Funding is programmed in LAWA's 2024-25 budget in various cost centers. The recommendations in this report comply with the Los Angeles Airports' adopted Financial Policies.

Attachment 1 – Board of Airport Commissioners Report dated March 13, 2025, Resolution No. 28120, and proposed Second Amendment to Contract No. DA-5533 with ServiceWear Apparel, Inc.  
Attachment 2 – Omnia Partners Contract # R210102



March 13, 2025

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall – Room 303  
Los Angeles, CA 90012

ATTN: Legislative Coordinator

LAX

Van Nuys

City of Los Angeles

Karen Bass  
Mayor

Board of Airport  
Commissioners

Karim Webb  
President

Matthew M. Johnson  
Vice President

Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco

John Ackerman  
Chief Executive Officer

RE: Request to adopt and approve the Second Amendment to Contract DA-5533 with ServiceWear Apparel, Inc.

In accordance with Executive Directive No. 4, we are transmitting a copy of the specified board report for the request to adopt the following report and approve the Second Amendment to Contract DA-5533 with ServiceWear Apparel, Inc., to extend the current contract term by 18 months to September 13, 2026, for the provision of uniforms for Los Angeles World Airports.

City Council approval is required pursuant to Section 373 of the Los Angeles City Charter.

Sincerely,

A handwritten signature in black ink, appearing to read "Becca Doten", with a stylized flourish at the end.

Becca Doten  
Chief of Staff

BD:MSA:ksf





## Report to the BOARD OF AIRPORT COMMISSIONERS

Approver:

*R. J. Connolly*

Richard J. Connolly, Deputy Executive Director  
Facilities Management Division

Reviewer:

*Hector Huevo for*  
Hector Huevo for (Mar 3, 2025 16:38 PST)

Brian C. Ostler, City Attorney

*John Ackerman*

John Ackerman, Chief Executive Officer

### Meeting Date

3/13/2025

Needs Council Approval: ☒ Y

Reviewed for/by	Date	Approval Status	By
Finance	2/25/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> NA	JS
CEQA	2/11/2025	<input checked="" type="checkbox"/> Y	VW
Procurement	2/20/2025	<input checked="" type="checkbox"/> Y <input type="checkbox"/> Cond	KK
Guest Experience	2/11/2025	<input checked="" type="checkbox"/> Y	TB
Strategic Planning	2/13/2025	<input checked="" type="checkbox"/> Y	BNZ

## SUBJECT

Request to adopt the following report and approve the Second Amendment to Contract DA-5533 with ServiceWear Apparel, Inc., to extend the current contract term by 18 months to September 13, 2026, for the provision of uniforms for Los Angeles World Airports.

## DISCUSSION

### 1. Purpose

The proposed extension will ensure the continued supply of professional uniforms for Operations and Maintenance (O&M) staff at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY) who are required to wear uniforms.

### 2. Prior Related Actions/History of Board Actions

- February 17, 2022 – Resolution No. 27435 (DA-5533)**

The Board of Airport Commissioners (Board) approved a three-year contract with ServiceWear Apparel, Inc., (ServiceWear) by joining Omnia Partners Contract R210102, covering the purchase of uniforms for various staff at LAX and VNY for an amount not to exceed \$950,000. This contract is set to expire on March 18, 2025.

- October 29, 2024 – Resolution No. 28031 (DA-5533A)**

The Board approved the First Amendment with ServiceWear, increasing contract authority by \$450,000 to cover the purchase of full uniform sets for custodial staff at LAX

and VNY, for a total amount not to exceed \$1,400,000. This contract is set to expire on March 18, 2025.

### **3. Background**

The Los Angeles World Airports (LAWA) Operations & Maintenance (O&M) staff perform a diverse range of job functions that require employees to wear uniforms while on duty. The uniforms must meet the requirements of each role while maintaining a professional appearance. After the Board awarded the current contract in 2022, LAWA staff issued new uniform sets to over 1,100 employees across various O&M divisions. Due to normal wear and tear, these uniforms have reached the end of their useful life and replacement need to be ordered and distributed.

### **4. Current Action/Rationale**

Staff have been evaluating alternative uniform procurement models to find the most cost-effective and efficient process. As a result of this evaluation, it was determined that a future RFP for the Management and Oversight of LAWA's Uniform Program would be issued. The extension to this contract will provide sufficient time to complete the competitive procurement process and ensure a continued authority to supply uniforms to current and new staff.

### **5. Fiscal Impact**

Costs incurred under this contract will be covered through landing fees, terminal rates and charges, and non-aeronautical revenues.

### **6. Alternatives Considered**

- ***Take No Action***

Taking no action is not recommended. Without the requested contract amendment, LAWA staff will experience disruptions to essential uniform services, impacting their ability to perform their duties safely and in conformity with uniform requirements.

## **APPROPRIATIONS**

Funds for this contract are available in the Fiscal Year 2024-2025 Los Angeles World Airports Operating Budget in LAX Cost Centers 1150026 – Terminal Services, 1150042 – Airside Maintenance & Repair, 1150063 – Facilities Technical Services, 1150070 – Central Utility Plant, 1150039 – O&M Administration, 1160056 – Bus Operations, 1160125 – Guest Services GEM Program, and VNY Cost Center 1400003 – VNY Construction & Maintenance Services, Commitment Item 522 - Materials and supplies. Funding for subsequent years will be requested as part of the annual budget process.

## **STANDARD PROVISIONS**

The Board is hereby requested to adopt staff's determination that this item, as a continuing administrative, maintenance, and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines.

The Board is hereby further requested to authorize the Chief Executive Officer, or designee, to execute the Second Amendment to Contract DA-5533 with ServiceWear Apparel, Inc. subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

Actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter 373.

March 17, 2025

The Honorable City Council  
of the City of Los Angeles  
(via email)

*Subject: Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc.*

Enclosed for your consideration is the Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc. that was approved by the Board of Airport Commissioners at its March 13, 2025 meeting. There is no impact to the General Fund.

LAX

Van Nuys

City of Los Angeles

Karen Bass  
Mayor

Board of Airport  
Commissioners

Karim Webb  
President

Matthew M. Johnson  
Vice President

Vanessa Aramayo  
Courtney La Bau  
Victor Narro  
Nicholas P. Roxborough  
Valeria C. Velasco

John Ackerman  
Chief Executive Officer

**RECOMMENDATIONS FOR CITY COUNCIL:**

1. Concur with said Board's adoption of staff's determination that the item is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; and
2. Approve the Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc. to extend the term through September 13, 2026, covering provision of uniforms for Los Angeles World Airports; and
3. Further concur with said Board's action on March 13, 2025, by Resolution 28120, authorizing the Los Angeles World Airports Chief Executive Officer, or designee, to execute said Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc.

This document and its attachments are advisory only and do not constitute a complete and official submittal to the City Council. The official submittal, including this document and its attachments, will be submitted electronically to the City Council and the Council File Management System pursuant to Charter Section 373 via the City Clerk's website when the file is complete.

Very truly yours,



Grace Miguel, Commission Executive Assistant II  
BOARD OF AIRPORT COMMISSIONERS

Enclosures

cc: CAO (Airport Analyst), e-file  
CLA (Airport Analyst), e-file





RESOLUTION NO. 28120

WHEREAS, on recommendation of Management, there was presented for approval, Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc. to extend the term through September 13, 2026, covering provision of uniforms for Los Angeles World Airports; and

WHEREAS, the Los Angeles World Airports (LAWA) Operations & Maintenance (O&M) staff perform a diverse range of job functions that require employees to wear uniforms while on duty. The uniforms must meet the requirements of each role while maintaining a professional appearance. After award of said Contract DA-5533 in 2022, new uniform sets have been issued by LAWA to over 1,100 employees across various O&M divisions. Due to normal wear and tear, those uniforms have reached the end of their useful life and replacement need to be ordered and distributed; and

WHEREAS, staff have been evaluating alternative uniform procurement models to find the most cost-effective and efficient process. As a result of the evaluation, it was determined that a future Request for Proposals for management and oversight of LAWA's Uniform Program would be issued; and

WHEREAS, Contract DA-5533 is set to expire on March 18, 2025. The Second Amendment will provide sufficient time to complete the competitive procurement process and ensure a continued authority to supply uniforms to current and new staff at Los Angeles International Airport (LAX) and Van Nuys Airport (VNY); and

WHEREAS, funds for the contract are available in the Fiscal Year 2024-2025 LAWA Operating Budget in LAX Cost Centers 1150026 – Terminal Services, 1150042 – Airside Maintenance & Repair, 1150063 – Facilities Technical Services, 1150070 – Central Utility Plant, 1150039 – O&M Administration, 1160056 – Bus Operations, 1160125 – Guest Services GEM Program, and VNY Cost Center 1400003 – VNY Construction & Maintenance Services; in Commitment Item 522 – Materials and Supplies. Funding for subsequent years will be requested as part of the annual budget process; and

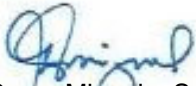
WHEREAS, actions taken on this item by the Board of Airport Commissioners will become final pursuant to the provisions of Los Angeles City Charter Section 373;

NOW, THEREFORE, BE IT RESOLVED that the Board of Airport Commissioners adopted the Staff Report; further adopted staff's determination that this item, as a continuing administrative, maintenance, and personnel-related activity, is exempt from California Environmental Quality Act (CEQA) requirements pursuant to Article II, Section 2.f of the Los Angeles City CEQA Guidelines; approved the Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc. to extend the term through September 13, 2026, covering provision of uniforms for Los Angeles World Airports; and authorized the Chief Executive Officer, or designee, to execute said Second Amendment to Contract DA-5533 with ServiceWear Apparel Inc. subject to approval by the Los Angeles City Council and approval as to form by the City Attorney.

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I hereby certify that this Resolution No. 28120 is true and correct, as adopted by the Board of Airport Commissioners at its Special Meeting held on Thursday, March 13, 2025.

A handwritten signature in blue ink, appearing to read "Grace Miguel", is positioned above the printed name.

Grace Miguel – Secretary  
BOARD OF AIRPORT COMMISSIONERS

**SECOND AMENDMENT TO CONTRACT NUMBER DA-5533  
BETWEEN THE CITY OF LOS ANGELES AND SERVICEWEAR APPAREL, INC. FOR  
THE PURCHASE OF UNIFORMS FOR LOS ANGELES WORLD AIRPORTS**

This **SECOND AMENDMENT TO CONTRACT NUMBER DA-5533** ("Amendment") is made and entered into as of this \_\_\_\_ day of \_\_, 2025 at Los Angeles, California by and between the **CITY OF LOS ANGELES**, a municipal corporation and charter city (the "City"), acting by order of and through its Board of Airport Commissioners (the "Board") of the Department of Airports (also known as Los Angeles World Airports or "Department" or "LAWA") and **SERVICEWEAR APPAREL, INC.**, a Tennessee corporation ("Contractor"). In this Amendment, LAWA and Contractor may be referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, the Parties entered into Los Angeles World Airports Contract Number DA-5533 (the "Agreement") for the supply and delivery of apparel, uniforms, accessories, products, and services (the "Goods") for use at Los Angeles International (LAX) and Van Nuys (VNY) Airports; and

WHEREAS, the Parties entered a First Amendment to increase the not-to-exceed amount of the Agreement from Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00) to One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00); and

WHEREAS, the Parties now desire to enter into a Second Amendment to extend the duration of the Agreement to the earlier to occur of (a) the expiration of the Region 4 ESC Contract and (b) four-and-a-half years to September 13, 2026; and

NOW, THEREFORE, in consideration of the premises and of the terms, covenants and conditions hereinafter contained to be kept and performed by the respective parties hereto, the parties do mutually agree that the Agreement is HEREBY AMENDED AS FOLLOWS:

**AMENDMENT**

**Amendment Section 1.** Section 1.1 under "Section 1.0 – Contract Term" is amended and restated as follows:

1.1 The term of this Contract (the "Term") shall commence as of 12:00 a.m. of the Effective Date of March 13, 2022 and expire upon the earlier to occur of (i) the termination of the ESC Contract and (ii) four-and-a-half years following the Effective Date.

**Amendment Section 2.** Section 2.1 under "Section 2.0 – Scope of Work and Fee" is amended and restated as follows:

2.1 Contractor agrees to provide the Goods to LAWA under the terms and conditions of the ESC Contract, including all exhibits, appendices, plans and specifications. and any addenda thereto. The ESC Contract is attached hereto and incorporated herein as **Exhibits A and A.1**. In the

event of a conflict between the terms and conditions of this Contract and the ESC Contract, all conflicts shall be resolved in favor of this Contract and its amendments, if any, over the ESC Contract.

**Effect of Amendment.** Except as specifically provided herein, this Amendment shall not in any manner alter, change, modify, or affect any of the rights, privileges, duties, or obligations of either of the parties hereto, under, or by reason of said Agreement, as amended.

**Execution.** This Amendment and any other document necessary for the consummation of the transaction contemplated by this Amendment may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically executed. An electronic signature means a signature that is executed by symbol attached to or logically associate with a record and adopted by a party with the intent to sign such record, including facsimile or e-mail signatures. All executed counterparts shall constitute one Amendment, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment had been delivered that had been signed using a handwritten signature. All parties to this Amendment (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this based Amendment on the foregoing forms of signature. If this Amendment has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e- mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, City has caused this Amendment to be executed, by the Chief Executive Officer, and Contractor has caused the same to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the day and year first hereinabove written. Each individual who executes this Agreement on behalf of a party represents that he/she/they is duly authorized to execute this Agreement and contractually bind the party, and is operating within the scope of his/her/their authority.

APPROVED AS TO FORM:  
Hydee Feldstein Soto, City Attorney

**CITY OF LOS ANGELES**  
By signing below, the signatories attest that they have no personal, financial, beneficial, or familial interest in this Contract.

Date: \_\_\_\_\_

By: \_\_\_\_\_

John Ackerman  
Chief Executive Officer  
Department of Airports

By: \_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_

Tatiana Starostina  
Chief Financial Officer  
Deputy Executive Director  
Department of Airports

ATTEST:

**SERVICEWEAR APPAREL,  
INC.**

By: Stacy Winn  
Signature (Secretary)

Stacy Winn  
Print Name

By: Richard A. Reeves  
Signature

Richard A. Reeves  
Print Name

President

Print Title

[SEAL]



November 7, 2024

Jim Burnett  
Chief Development Officer  
ServiceWear Apparel, Inc.  
7135 Charlotte Pike, Suite 100  
Nashville, TN 37209  
Email: [jburnett@servicewearapparel.com](mailto:jburnett@servicewearapparel.com)

Re: Renewal Award of Contract #R210102

Dear Mr. Burnett:

Per official action taken by the Board of Directors of Region 4 Education Service Center on October 29, 2024, Region 4 ESC is pleased to announce that ServiceWear Apparel, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on January 26, 2021, and subsequent performance thereafter:

**Contract**

Apparel, Uniforms, Accessories, Products and Services

The contract will expire on May 31, 2026, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Jill Schmitz, at (314) 501-1484 or [jill.schmitz@omniapartners.com](mailto:jill.schmitz@omniapartners.com).

The partnership between ServiceWear Apparel, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

Signed by:  
  
A5A9F62707BB46B...

Adam Tabor, MBA, RTSBA  
Director, Procurement

DS  


**Region 4 Education Service Center (ESC)**

**Contract # R210102**

*for*

Apparel, Uniforms, Accessories, Products and Services

*with*

**ServiceWear Apparel, Inc.**

Effective: June 1, 2021

The following documents comprise the executed contract between the Region 4 Education Service Center and ServiceWear Apparel, Inc. effective June 1, 2021:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference



## **APPENDIX A**

### **CONTRACT**

*This Contract ("Contract") is made as of June 1, 2021 by and between ServiceWear Apparel, Inc. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Apparel, Uniforms, Accessories, Products and Services ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals ("RFP") Number 21-01 to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

#### 11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
  - i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

### OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ServiceWear Apparel, Inc.  
Address 7135 Charlotte Pike, Suite 100  
City/State/Zip Nashville, TN 37209  
Telephone No. 615-301-6191  
Email Address jburnett@servicewearapparel.com  
Printed Name Jim Burnett  
Title Chief Development Officer  
Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R210102

Initial Contract Term June 1, 2021 to May 31, 2024

  
Region 4 ESC Authorized Board Member

4/27/2021  
Date

Margaret S. Bass  
Print Name

  
Region 4 ESC Authorized Board Member

4/27/2021  
Date

Linda Tinnerman  
Print Name

## **Appendix B**

### **TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

#### **Check one of the following responses:**

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
			Acceptable by
			Region 4
			OMNIA Partners will determine
			OMNIA Partners will determine
			Acceptable by Region 4