

CS-13-93

RECEIVED

(Contract Management Use only)

CONTRACT APPROVAL FOR CONTRACT MANAGEMENT

CONTRACT TRACKING NO.

CM2072

CONTRACTOR INFORMATION

2014 JAN 23 PM 12: 57

Name: Unifirst Corporation

Address: 1446 Haines St Jacksonville Florida 32206

Contractor's Administrator Name: Shawn Young Title: District Service Manger

Tel#: 904-353-4121 Fax: Email: Shawn.Young@Unifirst.com

CONTRACT INFORMATION

Contract Name: Unifirst Corporation Contract Value: \$1449.24 per year

Brief Description: Customer Service Agreement for Uniform Service

Contract Dates : From: 36 month from signature to Status: New Renew Amend# WA/Task Order

How Procured: Sole Source Single Source ITB RFP RFQ Coop. Other X

If Processing an Amendment:

Contract #: Increase Amount of Existing Contract: No Increase

New Contract Dates: to TOTAL OR AMENDMENT AMOUNT:

APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY, SECTION 6

- 1. Department Head Signature Date 1/6/14
2. Charlotte Young Contract Management Date 1/14/14
3. Office of Management & Budget Date 1-16-14
4. County Attorney (approved as to form only) Date 1/17/14

70362534-549061, 70357534-549061
70344534-549061, 70369534-549061
Funding Source/Acct #

Comments:

red'd back to CM 4/21/14

COUNTY MANAGER FINAL SIGNATURE APPROVAL

Ted Selby [Signature] 1/24/14 Date

RETURN ORIGINAL(S) TO CONTRACT MANAGEMENT FOR DISTRIBUTION AS FOLLOWS:

- Original: Clerk's Services; Contractor (original or certified copy)
Copy: Department
Office of Management & Budget
Contract Management
Clerk Finance

RECEIVED COUNTY MANAGER'S OFFICE 14 JAN 15 AM 8:11
RECEIVED OFFICE OF CLERK OF COURTS NASSAU COUNTY FLORIDA 14 JAN 24 PM 4:34
RECEIVED CONTRACT MANAGEMENT 2014 JAN 10 AM 10:23



NEW ACCOUNT EXISTING ACCOUNT

INSTALLATION DATE _____
M/M/DD/YYYY

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) NASSAU COUNTY LOC. NO. 917
 ADDRESS 46626 LAND FILL RD. ROUTE NO. 1-243
CALLAHAN FL 32011 DATE _____
 PHONE (82) 3548-4972 SIC/NAICS: _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED									
ITEM DESCRIPTION	LOST PRODUCT	MERCH BUYOUT	WEEKS BETWEEN DELIVERY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
2410 MAT			1	3	36	5.00	S	15.00	
SUNDT SLEOVE (12-17)			1	3	20	0.63	S	12.57	

Minimum weekly charge applies, equal to 75% of the initial weekly install value.

CHARGE	AMOUNT
Garment preparation per piece	_____
Name emblem per piece	_____
Company emblem per piece	_____
Direct Embroidery: Wearer name per piece	_____
Company name per piece	_____
DEFE (See description on reverse side)	_____

CHARGE	AMOUNT
Non-stock sizes per piece	_____
Special cuts per piece	_____
Restock/Exchange per piece	_____
Automatic Wiper Replacement	_____
Automatic Linen Replacement	_____

PAYMENT TERMS: C.O.D. E.F.T. Approved Charge

COMMENTS

Approved charge: CUSTOMER agrees to make payments within ⁴⁵30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP: [Signature] DATE _____
 LOCATION MANAGER (Print Name and Title): James McConnack DATE 6/21/07

ACCEPTED: [Signature] DATE _____
 CUSTOMER (Print Name and Title): _____

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² Merchandise which is Val-U-Leased is not cleaned by UniFirst.
³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.
⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee.
⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

REQUIREMENTS SUPPLIED. The Customer orders from UnFirst Corp. and First Location and related subsidiaries ("UnFirst") Customer's requirements for garments and other items ("Merchandise") of the type shown on the attached order and subject to the order and conditions and other terms on the attached Merchandise supplied by Customer, verbally or in writing, which is covered by this Agreement. All items Merchandise supplied to Customer shall be the property of UnFirst. Customer warrants that its order subject to that this Agreement shall not be subject to any other agreement for the supply of the Merchandise that is inconsistent with this Agreement.

PERFORMANCE GUARANTEE. UNFIRST IS Warranted to DELIVER NON-CUSTOMIZED, CUSTOMER-SPECIFIC, CLEANED, FINISHED, INSPECTED, REPAIRED AND DELIVERED BY UNFIRST and meet or exceed all quality standards and non-conforming goods. UNFIRST shall be liable for the cost of delivery, dry cleaning, and other items of Merchandise requiring replacement due to workmanship and tear, with the replacement goods to Customer, save for any applicable personalization and setup charges.

~~Customer's responsibility will be to provide the proper order including the format, terms of purchase, and the delivery of goods as described above. Customer shall be responsible for the accuracy of all information provided to UnFirst. UnFirst shall not be responsible for any errors or omissions in any order or invoice. UnFirst shall not be responsible for any damage to or loss of goods in transit or at the location of the customer. UnFirst shall not be responsible for any damage to or loss of goods in transit or at the location of the customer. UnFirst shall not be responsible for any damage to or loss of goods in transit or at the location of the customer.~~

~~supplemental conditions~~
TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UnFirst Location Manager and continues in effect until terminated in writing by either party. This Agreement shall be renewed ^{MAY 30} unless written notice of non-renewal to the other party is received ^{at least 30 days prior to the expiration date} of the initial term or extended period.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UnFirst's (strategic) prices that in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UnFirst to make use of any and all persons responsible for related charges.

On an annual basis, the prices then in effect may be increased by the greater of the annual percent increase in the Consumer Price Index - U.S. All Consumers Series by CUROCCOSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed, separate written notice ^{MAY 30} at least 30 days prior to the effective date of increase.

Customer may, however, decline such additional increases in charges by paying Un First in writing and making a deposit of such price or amount at least 30 days prior to the effective date of increase. Customer agrees to pay all charges on a pre-approved charge card or credit card. A late charge of 1.125% per month (16.1% per year) will be added to all amounts not paid within 15 days of invoice if Customer fails to make timely payment. Un First may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not Un First has previously orally extended Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

- ~~PRICE CHANGE. Customer's invoices may include a price change to cover all or part of the following expenses relating to:~~
- ~~DELIVERY expenses associated with the actual delivery of garments and products to customer's place of business, primarily Route Cost, Delivery and Fuel, including the depreciation, replacement and repair of delivery vehicles, postage charges and other expenses.~~
- ~~ENVIRONMENTAL expenses (past, present and future) Un First absorbs related to work or production of garments, including the purchase, maintenance and repair of production control and energy conservation and safety regulations compliance.~~
- ~~FUEL or other gas, diesel fuel, electrical and other expenses associated with operating Un First's facilities on the road and serving its customers.~~
- ~~ENERGY primarily the natural gas Un First uses to generate and generate, purchase and supply power.~~

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special protective *Flame Resistant.* If the Merchandise supplied is designated as Flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat impact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by workers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/ISEA standards only when they were new and unused and only if as labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UnFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UnFirst will be appropriate or sufficient to provide a hygiene level adequate for Customer's needs, and (2) optional poly-bagging is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UnFirst's hygiene cleaning process. (* Poly-bag services incur additional charges.)

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protection. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UnFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UnFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UnFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UnFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances (contaminants). Customer agrees to pay UnFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UnFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UnFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without purchase, return of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at this time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UnFirst's inventory (in service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

As a condition to the termination of this Agreement, for whatever reason, Customer will return to UnFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

~~**OBLIGATIONS AND REMEDY.** If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UnFirst's failure to meet performance guarantees described above), Customer will pay UnFirst, as liquidated damages and not as a penalty (the parties acknowledge that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average monthly amounts invoiced in the preceding 36 months, multiplied by the number of months remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UnFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein. see attached supplemental conditions~~

~~Any dispute or controversy between Customer and UnFirst based upon past, present or future, whether legal or equitable in nature, and arising out of or relating to the agreement or performance of this Agreement shall be resolved exclusively by trial and a binding arbitration. The arbitration shall be conducted in the state of Texas. Customer has its principal place of business for some other location mutually agreed to by Customer and UnFirst pursuant to the Expedited Procedure of the Commercial Arbitration Association and shall be governed by the Federal Arbitration Act. Customer hereby acknowledges that, with respect to such disputes, there shall be no discovery, no subpoena rights, no right to jury trial or to present oral evidence in support of any position, no right to oral testimony or cross-examination of any witness or other person, or to compel discovery of records, or to compel discovery of records. UnFirst shall be responsible for the arbitration proceedings. The arbitrator shall have the authority to award relief to the party prevailing in the arbitration, including the award of all costs and fees. Customer shall be bound by all reasonable, proven expenses of the arbitration, including the arbitration fee of \$1,000 per party. UnFirst shall not be liable for any delay or expense caused by its failure to pay its arbitration fees. see attached supplemental conditions.~~

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UnFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UnFirst. Customer agrees that in the event this is a purchase or transfer of business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement provided that such assumption shall not release Customer of its liability hereunder, and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential or special or punitive damages. In no event shall UnFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to Un First. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All notices provided to Un First must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UnFirst's business is conducted by, and the term "UnFirst" as used herein, shall be UnFirst Holdings, Inc. d.b.a. UnFirst.

UniFirst – Customer Service Agreement Contract Number CM2072

SUPPLEMENTAL TERMS & CONDITIONS

Termination for Convenience

The County reserves the right to terminate the Contract in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from the County, the Vendor shall only provide those services specifically approved or directed by the County. All other rights and duties of the parties under the Contract shall continue during such notice period, and the County shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach of default of the Vendor.

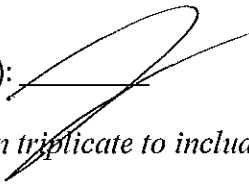
DISPUTES:

Any dispute arising under this Contract shall be addressed by the representatives of the County and the Consultant as set forth herein. Disputes shall be set forth in writing to the County Manager with a copy to the Department Head or Consultant, depending on which party initiates the dispute, and provided by overnight mail, UPS, FedEx, or certified mail. A response shall be provided in the same manner prior to the initial meeting with the County Manager, the Department Head (or their designee), and a representative of the Consultant. This initial meeting shall take place no more than thirty (30) days from the written notification of the dispute addressed to the County Manager.

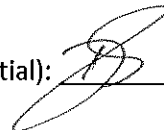
If the dispute is not settled at the initial meeting, the County Manager shall immediately notify the County Attorney. The Department Head (or his/her designee), the County Attorney, the County Manager, and the Department Head (or their designee(s)) shall meet with the Consultant's representative(s) within thirty (30) days of the County Manager's notification to the County Attorney of the continued dispute.

If there is no satisfactory resolution, the claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Consultant. If either party initiates a Court proceeding, and the Court orders, or the parties agree to, mediation, the cost of mediation shall be borne by the Consultant. Consultant shall not stop work during the pendency of mediation or dispute resolution. No litigation shall be initiated unless and until the procedures set forth herein are followed.

Vendor (Initial):



Nassau County (Initial):



(Authorized in triplicate to include attachment to all sections of UniFirst's three part agreement)

Dawn Krass

From: Becky Diden
Sent: Saturday, January 04, 2014 10:20 AM
To: Dawn Krass
Cc: Charlotte Young
Subject: Unifirst Corporation Contract Approval Form

Dawn:

I will be forwarding over a Contract Approval form for Scott's signature. Solid Waste feels it's in the best interest of the County to re-new existing contract with Unifirst Corporation rather than obtain service with a new vendor. Initial start up service cost, fittings and embroidery cost with a new vendor would be very costly.

Becky Diden
Administrative Asst II
Nassau County Solid Waste
46026 Landfill Rd.
Callahan, FL 32011
904-548-4972