(S-22-045 Contract No.: CM3262

# **CONTRACT FOR UNIFORM RENTAL SERVICES**

WHEREAS, an original contract was entered into on or about November 13, 2017 that provided for an initial period of two (2) years beginning October 1, 2017 and ending September 30, 2019 and was extended for three additional one (1) year periods ending September 30, 2022; and

**WHEREAS**, August 15, 2022, the County received a statement via email from the Vendor agreeing to continue to provide uniform rental service until September 30, 2023, at current prices, incorporated herein as Attachment "A"; and

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the County and the Vendor agree as follows:

# SECTION 1. Description of Services and/or Materials to be Provided

The County does hereby retain the Vendor to provide the services and/or materials further described in the *Technical Specifications/Scope of Work*, a copy of which is attached hereto and incorporated herein as Attachment "B". This Contract standing alone does not authorize the performance of any work or require the County to place any orders for work. The Vendor shall commence the work in accordance with the issuance of a written Notice to Proceed for services and/or materials issued by the County.

# SECTION 2. Receiving/Payment/Invoicing

No payment will be made for services and/or materials without proper County authorization and approval. The County shall pay the Vendor within forty-five (45) calendar days of receipt and acceptance of invoice by the Director of Public Works, pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act. (Florida Statutes Section 218.70). The Vendor shall also submit a copy of all invoices submitted to Public Works for payment to <a href="mainto:invoices@nassaucountyfl.com">invoices@nassaucountyfl.com</a> and <a href="mainto:jkirkland@nassaucountyfl.com">jkirkland@nassaucountyfl.com</a>. Payment shall not be made until services and/or materials have been received, inspected and

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accepted by the County in the quantity and/or quality ordered. Payment will be accomplished by submission of an invoice, with the contract number referenced thereon. Payment in advance of receipt of services and/or materials by the County cannot be made.

The invoice submitted shall be in sufficient detail as to item, quantity and price in order for the County to verify compliance with the awarded bid.

# SECTION 3. Acceptance of Services and/or Materials

Receipt of services and/or materials shall <u>not</u> constitute acceptance. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the services and/or materials meet bid specifications and conditions. Should the quantity and/or quality differ in any respect from specifications, payment will be withheld until such time as the Vendor takes necessary corrective action. If the proposed corrective action is not acceptable to the County, the County Manager's Office may authorize the recipient to refuse final acceptance of the quantity and/or quality received. Should a representative of the County agree to accept the services and/or materials on condition that the Vendor will correct their performance within a stipulated time period, then payment will be withheld until said corrections are made.

#### **SECTION 4. Firm Prices**

Prices for services and/or materials covered in the specifications of this Contract shall remain firm for the period of this Contract pursuant to pricing as reflected in Attachment "A"; net delivered to the ordering agency, **F.O.B. DESTINATION**. No additional fees or charges shall be accepted.

# **SECTION 5. Fund Availability**

This Contract is deemed effective only to the extent that appropriations are available. Pursuant to Florida Statutes all appropriations lapse at the end of the Fiscal Year. Multi-year awards may be adequately funded but the County reserves the right not to appropriate for an ongoing procurement if it is deemed in its best interest.

# **SECTION 6. Expenses**

Vendor shall be responsible for all expenses incurred while performing the services under this Contract. This includes, without limitation, license fees, memberships and dues; automobile and other travel expenses; meals and entertainment; insurance premiums; and all salary, expenses

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and other compensation paid to Vendor's agents, if any, hired by Vendor to complete the work

under this Contract.

**SECTION 7. Taxes** 

The County is tax exempt. As such, the County will not pay any Federal Excise or State

of Florida Sales Tax. The Vendor will refrain from including taxes in any billing.

**SECTION 8. Laws Governing this Contract** 

This Contract shall be consistent with, and be governed by, the Ordinances of Nassau

County, the laws and rules of the State of Florida, both procedural and substantive, and applicable

federal statutes, rules and regulations. Any and all litigation arising under this Contract shall be

brought in Nassau County, Florida. Any mediation, pursuant to litigation, shall occur in Nassau

County, Florida.

**SECTION 9. Changes** 

The County reserves the right to order, in writing, changes in the work within the scope of

the Contract, such as change in quantity or delivery schedule. The Vendor has the right to request

an equitable price adjustment in cases where changes to the Contract under the authority of this

clause result in increased costs to the Vendor.

**SECTION 10. Modifications** 

In addition to modifications made under the changes clause, this Contract may be modified

within the scope of the Contract upon the written and mutual consent of both parties, and approval

by appropriate legal authority in the County.

SECTION 11. Assignment & Subcontracting

The Vendor will not be permitted to assign its Contract with the County, or to subcontract

any of the work requirements to be performed without obtaining prior written approval by the

County.

**SECTION 12. Severability** 

If any section, subsection, sentence, clause, phrase, or portion of this Contract is, for any

reason, held invalid, unconstitutional, or unenforceable by any Court of Competent Jurisdiction,

such portion shall be deemed as a separate, distinct, and independent provision, and such holding

shall not affect the validity of the remaining portions thereof.

**SECTION 13. Termination for Default** 

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Revised 8/12/2022

The performance of the Contract may be terminated by the County in accordance with this clause, in whole or in part, in writing, whenever the County shall determine that the Vendor has failed to meet the requirements as outlined in this Contract.

# **SECTION 14. 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 written notice of termination from the County, the Vendor shall only provide those services and/or materials 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 or default of the Vendor.

# **SECTION 15. Force Majeure**

Neither party of this Contract shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of nature, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without any fault or negligence of the party.

# **SECTION 16. Access and Audits**

The Vendor shall maintain adequate records to justify all charges, expenses, and costs incurred in providing the services and materials for at least three (3) years after completion of this Contract. The County and the Clerk of Courts shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the County's or the Clerk's cost, upon five (5) days' written notice.

# **SECTION 17. Vendor Responsibilities**

The Vendor will provide the services and materials agreed upon in a timely and professional manner in accordance with specifications referenced herein and in accordance with the *Technical Specifications/Scope of Work*, Attachment "B".

#### **SECTION 18. Public Emergencies**

The Vendor shall agree before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of nature that the County shall require a "First Priority" for services and

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materials. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. The Vendor agrees to sell all materials to and perform all services for the County or governmental entities on a "First Priority" basis. The County expects to pay a fair and reasonable price for all services and materials rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of nature.

# SECTION 19. Period of Contract/Option to Extend or Renew

The performance period of this Contract shall begin upon full execution by the last party to execute this Contract and terminate on September 30, 2023. Any extensions shall be signed and approved by both parties. Any Contract or amendment to the Contract shall be subject to fund availability and mutual written agreement between the County and the Vendor.

In the event that the Contract is continued beyond the term provided, by mutual consent, the Contract shall be carried out on a month-to-month basis and shall not constitute an implied renewal of the Contract. Said month-to-month extension shall be upon the same terms of the Contract and at the compensation and payment provided herein.

# **SECTION 20. Probationary Period** – N/A

# **SECTION 21. Independent Vendor Status**

Vendor and County agree that: (a) Vendor has the right to perform services for others during the term of this Contract; (b) Vendor has the sole right to control and direct the means, manner and method by which the services required by this Contract will be performed; (c) Vendor has the right to perform the services required by this Contract at any location or time; (d) Vendor has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Contract.

# SECTION 22. Indemnification and Insurance

Vendor shall indemnify and hold harmless County and its agents and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Vendor and any persons employed or utilized by Vendor, in the performance of the Contract.

Vendor shall maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is detailed in Exhibit

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"1" and as is appropriate for the goods or services being performed hereunder by Vendor, its employees or agents.

# **SECTION 23. Dispute Resolution**

The County may utilize this section, at their discretion, as to disputes regarding Contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the Contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may 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 Vendor. The Vendor shall not stop work during the pendency of mediation or dispute resolution.

# **SECTION 24. E-Verify System**

Vendor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Vendor during the term of this Agreement to work in Florida. Additionally, if Vendor uses subcontractors to perform any portion of the Work (under this Agreement), Vendor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: <a href="https://www.uscis.gov/e-verify">www.uscis.gov/e-verify</a>.

# **SECTION 25. Public Records**

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6100,

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# RECORDS@NASSAUCOUNTYFL.COM, 96135 NASSAU PLACE, SUITE 6,

**YULEE, FLORIDA 32097**. Under this agreement, to the extent that the Vendor is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Vendor shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the public agency.
- d. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Vendor or keep and maintain public records required by the public agency to perform the service. If the Vendor transfers all public records to the public agency upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

# **SECTION 26.** Request for Records; Noncompliance

A request to inspect or copy public records relating to a public agency's contract for materials must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Vendor of the request, and the Vendor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a Vendor does not comply with the public agency's request for records, the public agency shall enforce the Contract provisions in accordance with the Contract.

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A Vendor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.

# **SECTION 27. Civil Action**

If a civil action is filed against the Vendor to compel production of public records relating to the Contract, the Court shall assess and award against the Vendor the reasonable costs of enforcement, including reasonable attorney fees if:

- (a) The Court determines that the Vendor unlawfully refused to comply with the public records request within a reasonable time; and
- (b) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Vendor has not complied with the request, the public agency and to the Vendor.

A notice complies with subparagraph (b), if it is sent to the public agency's custodian of public records and to the Vendor at the Vendor's address listed on its Contract with the public agency or to the Vendor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Vendor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

# SECTION 28. Disclosure of Litigation, Investigations, Arbitration or Administrative Decisions

The Vendor, during the term of this Contract, or any extension, has a continual duty to properly disclose to the County Attorney, in writing, upon occurrence, all civil or criminal litigation, arbitration, mediation, or administrative proceeding involving the Vendor. If the existence of the proceeding causes the County concerns that the Vendor's ability or willingness to perform this contract is jeopardized, the Vendor may be required to provide the County with reasonable written assurance to demonstrate the Vendor can perform the terms and conditions of the Contract.

# SECTION 29. Entire Agreement

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the County. Such statements shall not be effective or be

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construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract Documents.

IN WITNESS WHEREOF, the parties have executed this Contract which shall be deemed an original on this day and year first above written.

# NASSAU COUNTY, FLORIDA

Ta	10 E.	Pope	AICP	
By: T.	ACO	E. PO	PE, AICP	
Its: De Date:	esigne	e		
Date:	11/2	2/2022	2	

Approved as to form and legality by the Nassau County Attorney

DENISE C. MAY

11/22/2022

DENISE C. MAY

**UNIFIRST CORPORATION** 

Shawn Young
By: Shawn Young
Its: Route Service Manager
Date: 11/15/2022

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# BOCC CONTRACT APPROVAL FORM

(Request for Contract Preparation)

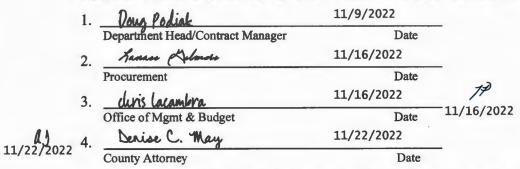
CONTRACT TRACKING NO. CM3262

GENERAL INFORMATION Requesting Department: Facilities Maintenance		
Contact Person: Evelyn Burton		
Telephone: 904.530.6125 Fax: (904) 879-3751 Email: eburton@nassa	aucountyfi.com	
CONTRACTOR INFORMATION Name: _UniFirst Corporation	namen and the State	
Address: 4251 Perimeter Industrial Pkwy East Jacksonville	FL	32219
City	State	Zip
Contractor's Administrator Name: Shawn Young Title: Route Service		
Telephone: 904.353.4121 Fax: () Email: _shawn_young@	uniFirst.com	
Authorized Signatory Name: Shawn Young Shawn_young@uniFirst.com  CONTRACT INFORMATION	AME AND EMAIL ADD	DRESS)
Contract Name: Uniform Shirt Rental		
Description: Contract for Uniform Shirt Rental Service for Facilities Mainter GOODS AND/OR SERVICES TO BE PROCURED, PHYSICAL LO	nance, Road Dept., CATION, ETC.	and Solid Waste
Total Amount of Contract: Approx \$6,600.00 (varies by department)		
APPROXIMATE IF NECESSARY	Road - 034	73519-549061 104541-549061
Source of Funds: ☑ County ☐ State ☐ Federal ☐ Other	Account: SW - 0134- 01357534- (FM & RD	4534-549061; 01362534-549061; <u>549061: 01369534-54</u> 9061 Dept Requisitions included w/pkg)
Authorized Signatory: Taco E. Pope  IDENTIFY WHO WILL SIGN CONTRACT ON BEHALF OF		
Contract Dates: From: Execution to: 9/30/2023 Termination/Ca	ncellation: _30 da	ays
Status: ☑ New □Renew □Amend# □WA/Task Order □ Supple	emental Agreeme	ent
How Procured: ☐ Exemption ☐ Sole Source ☐ Single Source ☑ I' ☐ Piggyback ☐ Quotes ☐ Other	TB □ RFP □ RI	FQ □ Coop
If Processing an Amendment:  Contract #:Increased Amount to Existing Contract:		
New Contract Dates: to Total or Amended Am	nount:	

Continued on next page

	contract for final signature	
Requirement	Description	Complete By
Contract, Exhibits and Appendices	<ol> <li>The contract and all documents incorporated by reference in the contract, including exhibits and appendices are attached (including E-Verify, Pricing, Scope, etc.) and properly identified; and</li> <li>All such documents have been read and agreed to in their entirety by originating department and staff members who have obligations under this contract.</li> </ol>	Dept LG
Name, Address, Contact Person	The full name, address, legal status (i.e., corporation, partnership, etc.) and contact person of other party are included.	Dept LG
Understanding	Written contract matches the verbal understanding of all parties. All terms and conditions conform to the final negotiations/agreement of the parties.	Dept LG
Competition/Conflicts and Existing Contracts/Compliance	This contract does not conflict with any other contracts, promises or obligations of the BOCC. The requesting department verifies the BOCC can comply with all terms and conditions.	Dept LG Cnty Atty
Other Necessary Agreements	All other necessary agreements or waivers referred to in contract have been obtained and are attached and properly identified for reference.	Cnty Atty
Indemnification	BOCC may not indemnify, hold harmless, be liable to, or reimburse any other party to the contract for claims, lawsuits, damages, attorney fees, or losses incurred by that party in connection with the contract.	Cnty Atty
Term of Contract	Start and end dates of contract are included. Any renewals are included.	Cnty Atty
Warranties/Guarantees	Warranties or guarantees give satisfactory protection.	Cnty Atty/Risk
Insurance	Risk manager has or will approve insurance clauses. Levels confirmed in requirements	Dept LG
Governing Law	The contract is governed under the laws of the State of Florida. The contract may be silent on this issue but in no event will another state's law govern the agreement.	Cnty Atty
Confidentiality Agreements	All nondisclosure clauses include exceptions regarding disclosure as required by law. If not applicable, indicate "n/a."	Cnty Atty
Printed/Typed Names	Names of all persons signing contracts are printed or typed below signatures.	Router

# APPROVALS PURSUANT TO NASSAU COUNTY PURCHASING POLICY



# COUNTY MANAGER - FINAL SIGNATURE APPROVAL

5.	Tano E. Por	PU AICP	11/22/2022	
	County Manager		Date	

# **Evelyn J. Burton**

From: Ralph S. Young <Shawn\_Young@unifirst.com>

Sent: Monday, August 15, 2022 3:37 PM

To: Evelyn J. Burton

Subject: RE: Nassau County Uniform Shirt Rental Contract

Good afternoon, please use this email conversation to confirm that UniFirst would be proud to continue service your uniform needs.

Regards

# Shawn Young

Route Service Manager

UniFirst Corporation 4251 Perimeter Industrial Parkway East Jacksonville, FL. 32219 (904)353-4121 Shawn\_Young@uniFirst.com



From: Evelyn J. Burton <eburton@nassaucountyfl.com>

Sent: Monday, August 15, 2022 12:35 PM

To: Ralph S. Young <Shawn\_Young@unifirst.com>
Subject: Nassau County Uniform Shirt Rental Contract

Importance: High

**CAUTION:** This email originated from outside of UniFirst. Do not click links or open attachments unless you recognize the sender and know the content is safe.

#### Good afternoon Shawn

Thank you for speaking with me today.

After our conversation, I checked our files again and could not find any documentation indicating the contract for the uniform rentals was extended to 2023. The last amendment you sign on May 13, 2022 (attached), indicates Sept. 30, 2022 as the end of the period and that amendment also reduced the number of rental shirts from ten (10) to five (5).

However, if you are willing to extend the contract until Sept. 30, 2023, will you provide me with a statement stating that you agree to the one (1) year extension holding the current pricing? This contract covers Facilities Maintenance Department and the Road Department. Time is of the essence.

Thank you very much for your consideration and for serving Nassau County.

Respectfully,

Evelyn J. Burton
Senior Management Analyst

Main: 904.530.6120 Direct: 904.530.6125

Nassau County Public Works eburton@nassaucountyfl.com

County Cell: 904.855.7175

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, please do not send electronic mail to this entity. Instead, please contact this office by phone or in writing.

# Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the intended recipient, you are hereby notified that any disclosure, copying, use, or distribution of the information included in this email is prohibited and may be unlawful.

#### ATTACHMENT "A"

UniFirst Corporation
NC17-022 UNIFORM SHIRT RENTAL
BID TABULATION
BIDS OPENED August 23, 2017

		Unifirst Corp.
Item	Description	Price
1	Rental of 10 Cotton Short Sleeve Shirts	\$ 2.10
2	Rental of 10 Cotton Long Sleeve Shirts	\$ 2.20
3	Rental of 10 "Other" Short Sleeve Shirts	\$ 1.90
4	Rental of 10 "Other" Long Sleeve Shirts	\$ 2.10
5	Rental of Any Combination of 10 Shirts	varies per garmen
6	Lost Shirt	see belov
6.1	Rental of 10 Cotton Short Sleeve Shirts	\$ 13.05
6.2	Rental of 10 Cotton Long Sleeve Shirts	\$ 13.75
6.3	Rental of 10 "Other" Short Sleeve Shirts	\$ 8.75
6.4	Rental of 10 "Other" Long Sleeve Shirts	\$ 10.45
6.5	Button- Down Collar Shirts 100% Cotton Denim Shirt with pocket Short Sleeve	\$ 11.15
6.6	Button-Down Collar Shirts 100% Cotton Denim Shirt with pocket Tall/Short Sleeve	\$ 11.15
6.10	Chambray 65/35 Blend Work Shirt Button Closure with pocket:	\$ 25.00
6.11	Chambray 65/35 Blend Work Shirt Button Closure with pocket long sleeve	\$ 25.00
6.12	Micro Pique Sport-Tek Polo Shirts with pocket-women's	\$ 13.15
6.13	Micro Pique Sport-Tek Polo Shirts with pocket-Men's	\$ 13.15
6.14	Micro Pique Sport-Tek Polo Shirts without pocket- women's	\$ 13.15
6.15	Micro Pique Sport-Tek Polo Shirts without pocket-Men's	\$ 13.15
23	Button- Down Collar Shirts 100% Cotton Denim Shirt with pocket Short Sleeve	\$ 1.80

#### ATTACHMENT "A"

		Unifirst Co	orp.
ltem	Description	Price	
24	Button-Down Collar Shirts 100% Cotton Denim Shirt with pocket Tall/Short Sleeve	\$	1.80
25	Button-Down Collar Shirts 100% Cotton Denim Shirt with pocket: Long sleeve	\$	1.90
26	Button-Down Collar Shirts 100% Cotton Denim Shirt with pocket: Tall/Long sleeve	\$	1.90
27	Chambray 65/35 Blend Work Shirt Button Closure with pocket: Short Sleeve	\$	2.40
28	Chambray 65/35 Blend Work Shirt Button Closure with pocket: Tall/ Short Sleeve	\$	2.40
29	Chambray 65/35 Blend Work Shirt Button Closure with pocket:	\$	2.60
30	Micro Pique Sport-Tek Polo Shirts with pocket-women's	\$	1.90
31	Micro Pique Sport-Tek Polo Shirts with pocket-Men's	\$	1.90
32	Micro Pique Sport-Tek Polo Shirts without pocket- women's	\$	1.90
33	Micro Pique Sport-Tek Polo Shirts without pocket-Men's	\$	1.90
	Additional costs		
34	Embroidery charge per shirt		0.00
35	Service charge: labels and Route codes		0.00
36	Delivery Energy Fuel Environmental charge		0.00
37	Buy Out per piece		0.00
38	Resize fee		0.00

**Apparent Low Bidder** 

#### ATTACHMENT "B" - TECHNICAL SPECIFICATIONS/SCOPE OF WORK

# TECHNICAL SPECIFICATIONS UNIFORM SHIRT RENTAL

- 1. The duration of this contract shall be from October 1, 2022 through September 30, 2023.
- 2. The payment due date for a local government entity for the purchase of goods or services other than construction services is 45 days per Florida Statutes Section 218.74.
- 3. Price quotes are to be F.O.B. to destination.
- 4. All charges must be on the Bid Sheet. If not, Nassau County will have the authority to reject those charges.
- 5. Complete description and specifications of product must accompany each and every bid.
- 6. In conformance with the ruling of the Attorney General, State of Florida, all prices shall be firm for the duration of the contract period.
- 7. Patches for the Road and Bridge Department are to be listed as follows: (a) Employee's First Name (b) Nassau County Road Dept or Another Nassau County Dept. Approximately 65-70 shirts.
- 8. Patches for Facilities Maintenance shirts will list: (a) Employee's First Name (b) Nassau County Facilities Maintenance Dept. or Another Nassau County Dept. Approximately 30-35 shirts.
- 9. All shirts must be cleaned, finished, inspected, repaired, and delivered by vendor. Any item with holes, tears or rips must be replaced by vendor at no cost.
- 10. Delivery will be made weekly to any designated location within Nassau County limits.
- 11. Departments will issue five (5) rental shirts per each employee.
- 12. Nassau County is requiring all bidders to provide a copy of their insurance liability showing evidence of their coverage and the limits of their liability in case of accident or any mishap which may occur on Nassau County property.



John Martin Aaron C. Bell Jeff Gray Thomas R. Ford Klynt Farmer Dist. No. 1 Fernandina Beach Dist. No. 2 Amelia Island Dist. No. 3 Yulee Dist. No. 4 Bryceville/Hilliard Dist. No. 5 Callahan/West Yulee

JOHN A. CRAWFORD Ex-Officio Clerk

MICHAEL S. MULLIN County Attorney

TACO E. POPE, AICP County Manager

# E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

Project Name: Contract For Uniform Shirt Rental

Bid No./Contract No.: NC17-022 / CM2465-A3

#### **DEFINITIONS:**

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify System" means an internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

Effective January 1, 2021, Contractors, shall register with and use the E-Verify System in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with Nassau County. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with Nassau County; and

(904) 530-6100

An Affirmative Action / Equal Opportunity Employer

- c) Should vendor become the successful Contractor awarded for the above-named project, by entering into the contract, the Contractor shall comply with the provisions of Section 448.095, Florida Statutes, "Employment Eligibility", as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. The Contractor shall also execute the attached affidavit (Exhibit "A") attesting that the Contractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract; and
- d) Contractor shall also require all subcontractors to execute the attached affidavit (Exhibit "B") attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.

# CONTRACT TERMINATION:

- a) If Nassau County has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated.
- b) If Nassau County has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor.
- c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
- d) Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination.
- e) If the contract is terminated for a violation of the Statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

#### **EXHIBIT "A"**

#### **CONTRACTOR E-VERIFY AFFIDAVIT**

I hereby certify that <u>UniFirst Corporation</u> (Contractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of <u>VaiFirst Corporation</u> (Contractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James D. M. Clamacull Date: 9/15/21

STATE OF FLORIDA

COUNTY OF Dava

The foregoing instrument was acknowledged before me by means of physical presence or politic notarization, this first (Date) by the companies of Contractor Company Acknowledging), a (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced

Notary Public

**Printed Name** 

My Commission Expires: 104.20,2023

MELISSA PAULEY

Notary Public - State of Florica
Commission = GG 348734
My Comm. Expires Oct 20, 2023
Boncec through National Notary Assn.

#### **EXHIBIT "B"**

#### SUBCONTRACTOR E-VERIFY AFFIDAVIT

I hereby certify that Unified Corporation (Subcontractor Company Name) does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of <u>Unifirst Corporation</u> (Subcontractor Company Name) proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: James D. Mclannach

STATE OF FLORIDA

COUNTY OF DIVIL

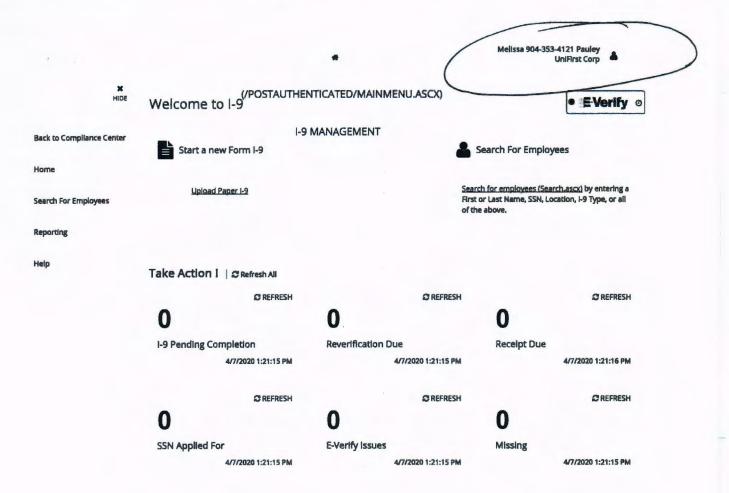
The foregoing instrument was acknowledged before me by means of physical presence or politic notarization, this 1501 (Date) by Junes with a medical (Name of Officer or Agent, Title of Officer or Agent) of Uniferst Corporation (Name of Contractor Company Acknowledging), a (State or Place of Incorporation) Corporation, on behalf of the Corporation. He/She is personally known to me or has produced \_\_\_\_\_\_ as identification.

Notary Public

Printed Name

My Commission Expires: (120, 20, 20) 3

MELISSA PAULEY
Notary Public - State of Fiorica
Commission = GG 348734
My Comm. Expires Oct 20, 2023
Bonded through National Notary Assn.



ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Willis Towers Watson Certificate Center			
Willis Towers Watson Northeast, Inc.	PHONE (A/C, No, Ext): 1-877-945-7378 (A/C, No): 1-888-4			
P.O. Box 305191	E-MAN. ADDRESS: certificates@willis.com			
Mashville, TN 372305191 USA	INSURER(S) AFFORDING COVERAGE	NAIC#		
	INSURERA: ACE American Insurance Company			
NSURED	INSURER B: Indemnity Insurance Company of North Ameri INSURER C: ACE Fire Underwriters Insurance Company			
UniFirst Corporation and its Subsidiaries 68 Jonspin Road				
Wilmington, MA 01887	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES CERTIFICATE NUMBER: W26185350 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR		TYPE OF INSURANCE		NSD WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	\$
	×	COMMERCIAL GENERAL LIABILIT	Y					EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE X OCCUI	R					PREMISES (Ea occurrence)	\$ 1,000,000
A	×	X Contractual						MED EXP (Any one person)	\$ 5,000
				Y	HDOG47358966	10/01/2022	10/01/2023	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'	L'L AGGREGATE LIMIT APPLIES PER	R:					GENERAL AGGREGATE	\$ 4,000,000
		POLICY PRO-						PRODUCTS - COMP/OP AGG	\$ 4,000,000
		OTHER:							\$
	_	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 4,000,000
	X ANY AUTO							BODILY INJURY (Per person)	\$
A		OWNED SCHEDULI AUTOS	ED		ISAE10769723	10/01/2022	10/01/2023	BODILY INJURY (Per accident)	\$
		HIRED NON-OWN AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
		AUTOS ONLY	AL I	100				(r or goodsone)	\$
		UMBRELLA LIAB OCCUP	R					EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS	S-MADE					AGGREGATE	S
		DED RETENTIONS							s
	WOR	KERS COMPENSATION						X PER OTH-	
В		EMPLOYERS' LIABILITY PROPRIETOR/PARTNER/EXECUTIVE	Y/N			1		E.L. EACH ACCIDENT	\$ 1,000,000
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		No	N/A	WLRC50740067 (AOS)	10/01/2022	10/01/2023	E L DISEASE - EA EMPLOYEE	\$ 1,000,000
			e under				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
A	Worl	kers Compensation and			WCUC50740250 (OE)	10/01/2022	10/01/2023	EL Each Accident	\$1,000,000
	Emp.	loyers Liability						EL Disease -Pol Limit	\$1,000,000
	Per	Statute						EL Disease - Each Emp	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location/ Division Code: 917

SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION		
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Nassau County BOCC Attn: Nessau County	AUTHORIZED REPRESENTATIVE		
96135 Nassau PI	gula mPowers-		
Yulee, FL 32097	7		

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AGENCY	CUSTOMER ID:			
	1.00 #			



# ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

NAIC#: 20702

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road		
POLICY NUMBER See Page 1		Wilmington, MA 01887		
CARRIER	NAIC CODE			
See Page 1 See Page 1		EFFECTIVE DATE: See Page 1		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM TITLE: Certificate of Liability Insurance FORM NUMBER: 25

Nassau County is included as an Additional Insured under the General Liability policy for bodily injury and/or property damage resulting from the work or product of the Named Insured where required by a written contract with the Named Insured.

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

POLICY NUMBER: SCFC50740195 (WI) EFF DATE: 10/01/2022 EXP DATE: 10/01/2023

TYPE OF INSURANCE:

LIMIT AMOUNT: LIMIT DESCRIPTION: EL Each Accident \$1,000,000 Workers Compensation and EL Disease -Pol Limit Employers Liability \$1,000,000 Per Statute EL Disease - Each Emp \$1,000,000

ACORD 101 (2008/01)

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# **Requisition Form**

# NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

# VENDOR NAME/ADDRESS

UniFirst Corporation
4251 Perimeter Industrial Pkwy East
Jacksonville FL 32219

ARD OF COUNTY COMMISS 96135 Nassau Place Suite 1 Yulee, FL 32097

DEPARTMENT Facilities Maintenance

D11/22/2022

Jacksonville FL 32219						REQUESTED BY	
DR NUMBER	FUNDING SOURCE		AMOUNT A AILABLE	STANDA	Evelyn Burtor	n / Tammy Conl	
	Uniform Shirt Rental Service 01073519-549061			Encumbe	er Contract	CM3262	
ITEM NO.		QUANTITY	GRI FREE	AN OUNT			
1	Uniform Shirt Rental for Facilities Maintenance	1.00	\$ 4,500.00	\$ 4,500.00			
	Staff - Thirty (30) employees, invoiced weekly			\$ 0.00			
	for one (1) year beginning 10/1/2022			\$ 0.00			
				\$ 0.00			
	Contract No. CM3262			\$ 0.00			
	Contract Term: Execution - 9/30/2023			\$ 0.00			
	(Approximately one year contract at current prices)			\$ 0.00			
				\$ 0.00			
				\$ 0.00			
				\$ 0.00			
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				\$ 0.00			
				\$ 0.00			
ORIGINAL - FI				Shipping		\$ 0.00	
Purchasing Down	t Head to the best of my knowledge, this requistition reflects accur. Policy.  11/	9/2022	_	Total wed, budgeted for and follo		,500.00 ounty	
I attest that,	to the best of my knowledge, funds are available for payme	16/2022		22			
Procureme I attest that,	to the best of my knowledge, this requisition is accurate and	d necessary 16/2022		ith the Nassau County Pur	chasing Policy.		
County Ma I attest that,	nager to the best of my knowledge, the appropriate staff have revi  F. Poper RICP	ewed and a 22/2022	pproved this Requis	ition and no other conditio	ns would prevent o	approval.	

# **Requisition Form**

#### NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR NAME/ADDRESS

UniFirst Corporation
4251 Perimeter Industrial Pkwy East

96135 Nassau Place Suite 1 Yulee, FL 32097

DEPARTMENT ROAD

Date1/22/2022

						STED BY Heam
OR NUMBER	Series same Torono source	and black and an all an all an all an all an all and an all an all an all an all and an all	AMOUNT AVAILABLE		O OR ENCUMBER ONL	THE REAL PROPERTY AND ADDRESS OF THE PERSON NAMED IN
274	Uniform Shirt Rental Service 03404541-549061	QUARTETY	\$ 5,000.00	Ericumber	Contract	CM3
	Uniform Shirt Rental for the Road Department	1.00	\$ 1,300.00	\$ 1,300.00		
	Staff of 25 employees, invoiced weekly			\$ 0.00		
	for one (1) year beginning 10/1/2022			\$ 0.00		
				\$ 0.00		
	Contract No. CM3262			\$ 0.00		
	Contract Term: Execution - 9/30/2023			\$ 0.00		
	(Approximately one year contract at current prices)			\$ 0.00		
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				\$ 0.00		
IGINAL - FINANCE Shipping PY - DEPARTMENT Total						0.00
Purchasing  DALLA  Office of N  I attest that	to the best of my knowledge, this requisition reflects accurately policy.  11/9  Innagement and Budget  to the best of my knowledge, funds are available for payments.	9/2022			ws the Nassau Cou	unty
THE STATE OF	ALAMUYA.		<del>-1</del> 1/16/2022			
	ent Director , to the best of my knowledge, this requisition is accurate an	d necessary	and is consistent w	ith the Nassau County Purch	asing Policy.	