

RENTAL UNIFORMS CONTRACT

THIS CONTRACT entered into as of the 1st day of October, 2011, by and between **UNIFIRST CORPORATION**, a Florida corporation, whose address is 3029 Mercury Road, Jacksonville, Florida 32209, (hereinafter called "Contractor"), and **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, whose address is Post Office Box 1529, Lake City, Florida 32056-1653, (hereinafter called "County").

RECITALS

A. County requested sealed bids for Bid No. 2011-Q which were opened and read on August 12, 2011, for the purpose of selecting a source of supply, prices, and establishment of a term contract for the rental and delivery of uniform garments ("Uniform Services") and other rental items described in the Invitation to Bid on an "as needed" basis to various County Departments located throughout Columbia County.

B. Contractor has been selected by County as the successful bidder upon the terms and conditions set forth in this Agreement.

C. Each of the parties to this Agreement represents to the other that it is authorized to enter into this Agreement, and Contractor represents it is capable of performing the services described herein to County.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars, the mutual covenants herein described, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **RECITALS**. The foregoing recitals are true and correct.
2. **SCOPE OF WORK AND SPECIFICATIONS**. Contractor will provide the scope of work in accordance with the information and specifications to bidders, Bid No. 2011-Q, issued by the Board of County Commissioners of Columbia County, Florida, all of the terms and conditions of which are hereby incorporated by reference as if fully set forth in this Agreement.
3. **PAYMENT**. The consideration to be paid to the Contractor by County is set forth in the Bid Form Specifications as "bid prices" and also attached hereto as

Exhibit "A" and incorporated herein by reference. As provided in the Bid Specifications, it shall be the responsibility of Contractor or its representative to submit invoices for Uniform Services in a timely manner directly to the designated contact person at each Department utilizing Contractor's services. County shall pay correctly submitted invoices for services rendered within thirty (30) days after receipt thereof. It shall be the responsibility of the Contractor to insure that all invoices reflect the correct bid pricing. County shall not pay for services in advance (prepaid). The "bid prices" shall remain the same for the term of the contract.

4. **TERM.** The initial term of this contract shall be for a period of three (3) year beginning October 1, 2011 and ending September 30, 2014. The contract may thereafter be renewed for two (2) additional one-year periods under the same terms and conditions as the initial contract, but only with the mutual written consent and agreement of both parties. This provision shall not be construed to require either party to renew the contract after the initial period.

5. **DEFAULT.** If the Contractor fails to comply with each and every term of this contract and the specifications included in Bid No. 2011-Q, including the performance of the work called for herein in a good and workmanlike manner, the County shall give written notice to the Contractor of such failure, and the Contractor shall have fifteen (15) days after the mailing of such notice to correct such failures. If the Contractor fails to correct such failures within such fifteen (15) day period, the County may, at its sole discretion:

a. Immediately terminate this contract, in which event the obligations of the parties hereto, except as to the provisions of this contract intended to survive the term and termination of this contract, such as indemnification and insurance, shall mutually cease. In such event, the County shall pay the Contractor for all work performed in an acceptable standard, but shall withhold from such monies such amounts as may be reasonably necessary to accomplish or remedy the failures for which the Contract was terminated.

b. Pursue any other remedy available to the County at law or in equity.

In any event, all costs and expenses of the County incurred by reason of such failure of the Contractor, including a reasonable attorney's fee whether suit be brought or not, shall be paid by the Contractor to the County and may be deducted from monies due from the County to the Contractor.

6. **INDEMNIFICATION AND INSURANCE.** Contractor shall defend, indemnify, and hold the County, including its agents, employees and assigns, harmless from any and all demands, claims, liabilities, damages, costs, fines, penalties, expenses, attorney's fees and suits of any nature or kind whatsoever, that arise out of or in any way related to the performance or breach of this contract ("liabilities"). The Contractor shall notify the County, in writing, immediately upon becoming aware of any such liabilities. The Contractor's obligations to defend, indemnify and hold the County harmless from any liabilities or the County's option to participate and associate in the defense and trial of any liabilities, including any related settlement negotiations, shall be triggered by the County's written notice of claim for indemnification to the Contractor.

During the term of this Agreement, Contractor shall maintain workers' compensation insurance on all its employees or others as required by and in accordance with the statutory limits of the State of Florida.

7. **GOVERNING LAW, JURISDICTION AND VENUE.** This contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this contract shall lie exclusively in the state courts of appropriate jurisdiction in Columbia County, Florida.

8. **NOTICES.** All notices, communications and determinations between the parties hereto and those required to be given under this contract shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the address set forth in the first paragraph of this contract. Contractor agrees that if it fails to notify the County by certified mail of any changes to its notification address, Contractor shall have waived any defense based on County's failure to notify Contractor.

9. **ASSIGNMENT.** Contractor shall not assign, pledge, or transfer any of the rights, duties, and obligations provided in this contract without the prior written consent of the County. The County has the sole discretion to approve or disapprove proposed assignments, with or without cause.

10. **THIRD PARTY BENEFICIARIES.** This contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any. Nothing in this contract is intended to confer any rights, privileges, benefits,

obligations or remedies upon any other person or entity except as expressly provided for herein.

11. **ENTIRE AGREEMENT**. This contract contains the entire agreement of the parties. No representations or promises have been made except those that are set out in this contract. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter hereof are waived, merged herein and superseded hereby.

12. **WAIVER**: The failure of either party to insist on one or more occasions the strict performance or compliance with a term, provision or otherwise of this contract shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party to be charged.

13. **INTERPRETATION**: No provision in this contract shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

14. **CAPTIONS**: Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of this contract or any provision.

15. **SEVERANCE**: If any section, paragraph, clause or provision of this contract is adjudged by a court, agency or authority of competent jurisdiction to be invalid and unenforceable, all remaining parts of this contract shall remain in full force and effect and the parties shall be bound so long as the County in its sole discretion determines the principle purpose remains enforceable.

16. **COMPUTATION OF TIME**: In computing any period of time prescribed in this contract, the day of the act, event or deficiency or material breach from which the designated period of time begins to run, shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

17. **MODIFICATION OF CONTRACT**: A modification or waiver of any of the provisions of this contract shall be effective only if made in writing and executed with the same formality as this contract.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and sealed the day and year first above written.

Signed, sealed and delivered
in the presence of:

UNIFIRST CORPORATION

Witness

By: _____

Print: _____

Print or type name

Title: _____

Witness

Print or type name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by _____, as the _____ of **UNIFIRST CORPORATION**, a Florida corporation, on behalf of the corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(NOTARIAL
SEAL)

Notary Public, State of Florida

My Commission Expires:

Signed, sealed and delivered
in the presence of:

Witness

Print or type name

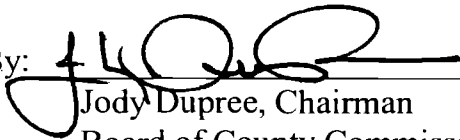
Witness

Print or type name

Approved as to form:

Marlin M. Feagle
County Attorney

COLUMBIA COUNTY, FLORIDA

By: 
Jody Dupree, Chairman
Board of County Commissioners

ATTEST: _____
P. DeWitt Cason, Clerk of Courts

(SEAL)

**STATE OF FLORIDA
COUNTY OF COLUMBIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2011, by **JODY DUPREE**, as Chairman, and **P. DEWITT CASON**, as Clerk of Courts, of the **BOARD OF COUNTY COMMISSIONERS OF COLUMBIA COUNTY, FLORIDA**, on behalf of the Board, who are personally known to me or who have produced Florida driver's licenses as identification.

(**NOTARIAL
SEAL**)

Notary Public, State of Florida

My Commission Expires:

BID FORM
2011-Q
COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, LAKE CITY, FL

BID FORM FOR: Rental Uniforms

Bids must be received in the Office of the Board of County Commissioners, Columbia County, 135 NE Hernando Avenue, P.O. Box 1529, Lake City, FL, 32056-1529. No later than 11:00 a.m., on August 12, 2011, in a sealed envelope, plainly marked: "Sealed Bid For: Rental Uniforms" and the name of the firm submitting bid.

Bids will be opened in the Office of the Board of County Commissioners at 11:00 a.m., on August 12, 2011 or as soon thereafter as practical.

BID PRICES

Item #	Description	(A) Estimated Number of Sets	(B) Weekly Cost	(A) X (B) Total Weekly Cost
1	Work Shirt, 65/35 blend, solid color (Set of 11 for 77) and	77	\$ 1.34	\$ 103.33
1b	(16 for 10)	10	\$ 1.95	\$ 19.52
2	Work Pant, 65/35 blend (Set of 11)	77	\$ 2.18	\$ 168.55
2b	(16 for 10)	10	\$ 3.18	\$ 31.84
3	Floor Mats (Per Each)		\$	\$
	3 x 4	3	\$ 1.50	\$ 4.50
	3 X 5	40	\$ 1.50	\$ 60.00
	4 X 6	37	\$ 2.50	\$ 92.50
	3 X 10	17	\$ 3.25	\$ 55.25
4	Scraper Floor Mats (Per Each)			
	3 X 5	10	\$ 1.25	\$ 12.50
	4 X 6	21	\$ 1.50	\$ 31.50
5	Dust mops (Per Each)			
	22 inch	4	\$.50	\$ 2.00
	36 inch	1	\$.90	\$.90
	42 inch	4	\$ 1.10	\$ 4.40
6	Bath Towels (set of 100)	2	\$ 20.00	\$ 40.00
7	Wash Cloths (set of 100)	2	\$ 10.00	\$ 20.00
8	Shop Towels (set of 100)	1	\$.05	\$ 5.00
9	High Visibility Jackets (set of 7)	1	\$ 8.30	\$ 8.30
10	High Visibility Shirts (11 for 7)	7	\$ 4.93	\$ 34.57
			Total	\$ 694.66

EXHIBIT A

REPLACEMENT UNIT COST SCHEDULE

For uniforms that are to be replaced at the expense of the Board, Bidder shall charge the responsible department the garment replacement unit cost, as stated herein, minus (-) depreciation. Refer to the depreciation schedule and conditions for determining the responsibility party for uniform replacement. Shirt replacement unit cost shall be given for both short and long sleeve lengths. Unit costs quoted shall not include emblems or any other costs associated thereof.

Item #	Description	Replacement Cost (Each)
1	Work Shirt, 65/35 blend, solid color	\$ 9.02
2	Work Pant, 65/35 blend	\$ 14.92

EMBLEM COST

As specified, the Board shall be responsible for the cost of replacing emblems (embroidered patch emblems and direct embroidery) only when responsible for the cost of replacing uniform garments. In the event the Board is responsible for emblem replacement, the emblems shall not be included in garment replacement unit cost, but shall be listed on the weekly invoice of the accountable department as a separate charge item. Bidder shall provide, in the spaces provided below the emblem charges that will be incurred by Board for replacement garments requiring new emblems. Emblem charges shall be inclusive of all costs including materials, set-up, and application (sewing).

Board Logo Emblem Patch	\$ 1.00
Identification Patch (name)	\$ -40
Direct Embroidered Logo Emblem	\$ 1.65