



MODIFICATION OF CONTRACT

Modification Number: One (1) Effective Date: 7/29/2024	Contract Number: 24-713 Title: Professional Uniform Services Effective Date:
<p align="center">OFFICE OF PROCUREMENT SERVICES</p> Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	<p align="center">CONTRACTOR</p> Name: Unifirst Corporation Address: 1101 N. Keller Rd. STE C City: Orlando, FL 32810 ATTENTION: James_McCammack@unifirst.com
<p>INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.</p>	
<p>DESCRIPTION OF MODIFICATION: Contract modification to add uniform items and pricing to contract per the attached.</p>	
<p align="center">CONTRACTOR SIGNATURE BLOCK</p> Signature: <u><i>[Handwritten Signature]</i></u> Print Name: <u>James D. McCammack</u> Title: <u>General Manager</u> Date: <u>8/1/24</u> E-mail: <u>James - McCammack@Unifirst.com</u> Secondary E-mail: <u>CS920@Unifirst.com</u>	<p align="center">LAKE COUNTY SIGNATURE BLOCK</p> Signature: <u><i>[Digital Signature]</i></u> Print Name: <u>Gretchen Bechtel</u> Title: <u>Contracting Officer II</u> Date: <u>2024.08.02 06:57:49 -04'00'</u>
<p>Distribution: Original – Bid File Copy – Contractor Contracting Officer</p>	

The quantities herein are estimated weekly requirements only and are given to allow for preparation of your proposal. No quantities are given in this solicitation. Any contract entered into will be an indefinite quantity type. The contract shall deliver such quantities as may be ordered. This contract shall be binding only for the actual quantities ordered during the contract period. Orders will be issued throughout the contract period as determined.

Item #	Description	Estimated Quantity per Week	MFG#	Option 1 - Rental and Laundering	Option 2 - Rental Only
Shop Supplies					
1	Shop Towels		8023	\$0.05	
2	Fender Covers		7521	\$0.52	
3	3 x 5 Scraper Mat	2	5388	\$1.20	
4	3 x 5 Carpeted Mat	1	76GF	\$1.35	
5	3 x 10 Carpeted Mat	3	76GH	\$2.70	
6	4 x 6 Carpeted Mat	1	76GG	\$2.16	
Uniforms					
1	Pro Knit N6				
	Shirt, Dri-Fit, Men's		04MM	\$0.14	\$0.13
	Shirt, Dri-Fit, Ladies		05MM	\$0.15	\$0.14
2	Shirt, (09-LT. Blue) – Men's long sleeve	3	08MX	\$0.45	\$0.43
3	Shirt, (09-LT. Blue) – Women's long sleeve	1	05MW	\$0.45	\$0.43
4	Shirt, work, short or long sleeve - 65% dacron, 35% cotton	297	0202/0102	\$0.14	\$0.13
5	Shirt, work, 100% cotton, long sleeve	2	0101	\$0.23	\$0.22
6	Shirt, work 100% cotton, short sleeve	125	0201	\$0.20	\$0.19
7	Shirt, supervisor, 65% dacron, 35% cotton, short sleeve	55	0202	\$0.14	\$0.13
8	Shirt, supervisor, 65% dacron, 35% cotton, long sleeve	109	0102	\$0.16	\$0.15
9	Shirt, supervisor, 100% cotton, short sleeve	42	0201	\$0.20	\$0.19
10	Shirt, supervisor, 100% cotton, long sleeve	14	0101	\$0.23	\$0.22
11	Shirt, (48-LT. GREY) – Men's long sleeve	3	08MX	\$0.45	\$0.43
12	Shirt, (48-LT. GREY) – Women's long sleeve	1	05MW	\$0.45	\$0.43
13	Oxford Dress Shirt, LS or SS, 65/35	5	0111/0211	\$0.20	\$0.19
14	Pants, work, 100% cotton	79	1001	\$0.28	\$0.25
15	Pants, jean 100% cotton, denim	5	10HD	\$0.29	\$0.27
16	Pants, work, Ladies, 65/35	5	1167	\$0.22	\$0.20
17	Pants, work, Ladies, 65/35	5	1167	\$0.22	\$0.20
18	Pants, supervisor, 65% dacron, 35% cotton, men's, pleated	5	1122	\$0.24	\$0.22
19	Pants, work, Khaki - Men's	1	1167-87	\$0.22	\$0.20
20	Pants, work, Khaki - Ladies	3	1002-87	\$0.22	\$0.20
21	Pant, work, Tan - Men's	1	1001-06	\$0.28	\$0.25
22	Pants, work, 65% dacron, 35% cotton, jean cut	483	1060	\$0.24	\$0.22
23	Shorts, jeans, 100% cotton, denim	5	12BU	\$0.25	\$0.23
24	Shorts, work, 65% dacron, 35% cotton, cargo	53	1271	\$0.25	\$0.23
25	High-Visibility, shirt - Men's short sleeve, 65/35 Type R, Class 2		06AH	\$0.52	\$0.52
26	High-Visibility, shirt - Men's short sleeve, 65/35 Type R, Class 3		06DH	\$0.62	\$0.62
27	High-Visibility, shirt - Men's long sleeve, 65/35 Type P, Class 3		09DH	\$0.78	\$0.78
28	High-Visibility, shirt - Men's short sleeve, 65/35 Type R, Class 3		06DH	\$0.62	\$0.62
29	High-Visibility, shirt - Men's short sleeve, 65/35 Type R, Class 2		06AH	\$0.52	\$0.52
30	High-Visibility, shirt - Men's long sleeve, 65/35 Type R, Class 3		09DH	\$0.78	\$0.78
31	High-Visibility, shirt - Men's long sleeve, 65/35 Type P, Class 2		09AH	\$0.60	\$0.60

32	High-Visibility, shirt - Men's long sleeve, 65/35 Type P, Class 3		09DH	\$0.78	\$0.78
33	High-Visibility, blouse - ladies short sleeve, 65/35 Type R, Class 2		06AH	\$0.52	\$0.52
34	High-Visibility, blouse - ladies short sleeve, 65/35 Type R, Class 3		09DH	\$0.78	\$0.78
35	High-Visibility, blouse - ladies short sleeve, 65/35 Type P, Class 2		06DH	\$0.62	\$0.62
36	High-Visibility, blouse - ladies short sleeve, 65/35 Type P, Class 3		06DH	\$0.62	\$0.62
37	High-Visibility, blouse - ladies long sleeve, 65/35 Type R, Class 2		06AH	\$0.52	\$0.52
38	High-Visibility, blouse - ladies long sleeve, 65/35 Type R, Class 3		09DH	\$0.78	\$0.78
39	High-Visibility, blouse - ladies long sleeve, 65/35 Type P, Class 2		09AH	\$0.60	\$0.60
40	High-Visibility, blouse - ladies long sleeve, 65/35 Type P, Class 3		09DH	\$0.78	\$0.78

Accessories / Embroidery / Printing

1	65/35 Hip Length Jacket	24	1527	\$0.44	\$0.44
2	Embroidery	1		\$3.55	
3	Patches	3		\$1.50	

Percent (%) Discount on additional items not listed

**ADOPTION AND AMENDMENT OF
THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION
FOR UNIFORM RENTAL**

This contract is for the Adoption and Amendment by Lake County, Florida, a political subdivision of the State of Florida (COUNTY), by and through its Board of County Commissioners, of the Agreement for Professional Uniform Services, (the "Master Agreement") between Volusia County, a political subdivision of the State of Florida, and Unifirst Corporation, a foreign profit corporation authorized to conduct business in the State of Florida (VENDOR).

WITNESSETH:

WHEREAS, on or about August 22, 2022, after complying with a competitive procurement process (Solicitation No. 22-P-03MC), Volusia County entered into the Master Agreement (No. 700 70395-3) incorporated herein as **Exhibit A**, for Professional Uniform Services; and

WHEREAS, the Master Agreement between Volusia County and the VENDOR is effective for an initial three (3)-year term until August 22, 2025, with the option for two (2) subsequent one (1) year renewals thereafter; and

WHEREAS, VENDOR is willing to honor the terms, conditions, and pricing of the Master Agreement to provide professional uniform rental services to the COUNTY; and

WHEREAS, the COUNTY and the VENDOR want to enter into this Adoption and Amendment to specify the application of the Master Agreement to the COUNTY and comply with the COUNTY'S procedures; and

WHEREAS, executing this Adoption and Amendment is in the best interests of the COUNTY and the residents of Lake County.

NOW, THEREFORE, the parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Adoption and Amendment upon adoption hereof.

2. **Term.**

A. This Adoption and Amendment shall become effective on the date under the last signature (the "Effective Date") and shall continue for the remainder of the initial three (3)-year term of the Master Agreement with the option for two (2) subsequent one (1) year renewals. Renewals are contingent upon renewal of the underlying Master Agreement, as well as mutual written agreement of the parties hereto. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of VENDOR. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

B. This Adoption and Amendment will remain in effect until completion of all parties' obligations stated herein and expiration of all express and implied warranty periods.

3. **Payment and Invoices.**

A. The COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

B. VENDOR will submit an original invoice to the COUNTY after each service has been completed, or on such other basis as the parties mutually to in writing.

C. VENDOR will honor the pricing and terms set forth in the Master Agreement, attached hereto and incorporated herein as **Exhibit B**, as full and complete payment for services rendered to the COUNTY under this Adoption and Amendment.

4. Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the VENDOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the VENDOR'S office or facility. The VENDOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the VENDOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, VENDOR will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.

iii. 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 COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the VENDOR or keep and maintain public records required by the COUNTY to perform the service. If VENDOR transfers all public records to the COUNTY upon completion of the contract, VENDOR will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Agreement, VENDOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS ADOPTION AND AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, VENDOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If VENDOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the VENDOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY's Contract for services must be made directly to the COUNTY. If VENDOR receives any such request, VENDOR shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the VENDOR of such request, and the VENDOR must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. VENDOR acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. VENDOR further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. VENDOR shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the VENDOR's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by VENDOR's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. VENDOR authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against VENDOR from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

5. **Application to Lake County.** All terms applicable to Volusia County in the Master Agreement shall apply to Lake County and all references to "County" in the Master Agreement will be construed as referring to the COUNTY under this Adoption and Amendment.

6. **Notices.** The VENDOR shall provide any notices to the COUNTY as required under this Adoption and Amendment to the following locations:

County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:

County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

7. **Insurance.** VENDOR shall, at minimum, have and maintain the types and amounts of insurance outlined in the Volusia County Master Agreement.

A. VENDOR shall also list the COUNTY as an additional insured:

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS,
P.O. BOX 7800
TAVARES, FL 32778-7800

8. **Effect of Amendment.** All other provisions of the contract and any amendments thereto will remain in full force and effect unless otherwise formally amended by the parties. To the extent this Adoption and Amendment conflicts with the Master Agreement, this Adoption and Amendment will govern.

9. **Law, Jurisdiction, Venue, Waiver of Jury Trial.** This Adoption and Amendment is governed by the laws of the State of Florida. Any and all legal action arising out of this Adoption and Amendment will have its venue in Lake County and the contract will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. Both parties waive any right they may have to a jury trial in any civil litigation matter arising from this Adoption and Amendment.

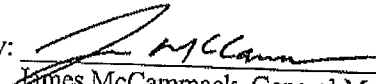
10. **Scope of Contract for Adoption & Amendment.** This Adoption and Amendment is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Adoption and Amendment, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Adoption and Amendment will need to be added via written addendum, and pricing negotiated based on final specifications. This Adoption and Amendment includes the following terms and attachments, all of which are incorporated herein:

- Exhibit A Volusia County Master Agreement with Unifirst Corporation for Professional Uniform Services (67 pages)
- Exhibit B Master Agreement and Purchase Order Terms (2 pages)

IN WITNESS WHEREOF, the parties have signed this contract through their duly authorized representatives on the date under each signature.

VENDOR

UNIFIRST CORPORATION

By: 
James McCammack, General Manager

This 24 day of July, 2024.

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR
UNIFORM RENTAL (RFP 24-713A-1)

COUNTY

LAKE COUNTY, FLORIDA by and through its
COUNTY MANAGER



Jennifer Barker, County Manager

This 29 day of July, 2024.

Approved as to form and legality:

mmmsl 7/25/24

Melanie Marsh
County Attorney

Exhibit A

Volusia County Master Agreement with Unifirst Corporation for Professional Uniform Services

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**AGREEMENT
FOR
PROFESSIONAL UNIFORM SERVICES**

Between

THE COUNTY OF VOLUSIA

AND

UNIFIRST CORPORATION

County of Volusia
Purchasing & Contracts Division
123 West Indiana Avenue, Suite 302
DeLand, Florida 32720-4608
386-736-5935

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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AGREEMENT FOR PROFESSIONAL UNIFORM SERVICES

This Agreement for Professional Uniform Services (hereinafter "Agreement" or "Contract") made and entered by and between UNIFIRST CORPORATION, which is duly authorized to conduct business in the State of Florida, and whose principal place of business is located at 2357 Bellevue Ave., Daytona Beach, FL 32114 ("Contractor") and COUNTY OF VOLUSIA, a body corporate and politic and a subdivision of the State of Florida, whose address is County of Volusia, 123 West Indiana Avenue, DeLand, Florida 32720 ("County").

RECITALS:

WHEREAS, the County desires to retain the services of a competent and qualified Contractor to provide Professional Uniform Services; and

WHEREAS, the County issued Request for Proposals 22-P-03MC (the "RFP") seeking a qualified firm to provide Professional Uniform Services, and has received responses from various potential vendors; and

WHEREAS, the County has determined that Contractor is fully qualified to render the required services; and

WHEREAS, in reliance on Contractor's response to the RFP, the County determined that the execution of this Agreement is beneficial to the people of County of Volusia, Florida.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Agreement, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree and stipulate as follows:

1 DEFINITIONS

For this Agreement and any incorporated exhibits, certain terms, phrases, words and their respective derivations shall have the meaning set forth and defined therein and shall be applicable in both. Definition of terms in the Agreement shall first be governed by this Agreement, second by the incorporated Scope of Services (Exhibit A), third by the by the incorporated Pricing (Exhibit B). In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence. If there is no applicable definition as described above, the terms, phrases, and words, and their respective derivations when used in this Agreement and the Scope of Services, shall have the meanings ascribed to them in the following order of precedence: first, in the most current edition Black's Law Dictionary and last, in the most current edition of the Merriam-Webster Collegiate Dictionary, if a term is not defined in the Agreement or Black's Law Dictionary.

- 1.1. **Agreement:** This Agreement for Professional Uniform Services, including its articles, exhibits, addenda, and attachments.
- 1.2. **Amendment:** An amendment to this Agreement in writing, approved by the Director of Purchasing and Contracts, and signed by the County and Contractor authorizing a modification or revision to one or more terms or conditions of this Agreement.
- 1.3. **Change Order:** A written change or modification to this Agreement approved by the County's Project Manager and Contractor, which is signed by the County and

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Page 2 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other terms or conditions of the Agreement.

- 1.4. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to Contractor, under the terms of this Agreement, for all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.5. **Constitutional Officers:** Shall mean The Clerk of the Circuit Court of Volusia County, Volusia County Property Appraiser, Volusia Sheriff's Office, Volusia County Supervisor of Elections, and Volusia County Tax Collector.
- 1.6. **Contract Administrator:** The Director of Purchasing and Contracts or his/her designee responsible for addressing any concerns within this Agreement.
- 1.7. **Contractor:** UniFirst Corporation.
- 1.8. **County:** Shall mean the County of Volusia (a body corporate and politic and a subdivision of the State of Florida) including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- 1.9. **County Project Manager:** The person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.10. **Deliverable(s):** The products and services provided through the Scope of Services for this Agreement including but not limited to: uniforms, other services, reports, written documentation, training, systems or processes.
- 1.11. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.12. **Key Personnel:** Contractor's personnel who are responsible for Contractor's day-to-day Project operations as described in Contractor's Proposal.
- 1.13. **New:** Uniforms shall be direct from the manufacturer and having not been worn by another.
- 1.14. **Project:** The project that is described in Exhibit A of this Agreement.
- 1.15. **Proposal:** The document submitted by Contractor in response to a formal solicitation (RFP No. 22-P-03MC), which is used to determine if Contractor is highly qualified.
- 1.16. **Scope of Services:** The Services defined in this Agreement under the Scope of Services; Exhibit A, which are hereby agreed to by the parties in writing, and which includes Contractor's responsibility for performing and complying with all incidental matters pertaining thereto.

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Page 3 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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- 1.17. **Services:** Those services defined in the Scope of Services to be performed by Contractor pursuant to this Agreement and its attached exhibits, including: the work, duties, and obligations to be carried out and performed by Contractor under the Agreement and pursuant to Exhibits A – B, attached hereto and made a part of this Agreement.
- 1.18. **State:** State of Florida.
- 1.19. **Subcontractor:** A person other than a material man or laborer who enters into an Agreement with a Contractor for the performance of any part of the basic agreement.

2 EXHIBITS

- 2.1 The exhibits listed below are incorporated into and made a part of this Agreement.
 - 2.1.1 Exhibit A—Scope of Services
 - 2.1.2 Exhibit B—Pricing
 - 2.1.3 Exhibit C—Insurance Requirements

3 ORDER OF PRECEDENCE

- 3.1 If Contractor finds any potential or possible inconsistency, conflict, error, or discrepancy in the Agreement, the order of precedence, Contractor shall immediately call it to the County Project Manager's attention, in writing, and request the County Project Manager's interpretation and direction before proceeding with the Services affected thereby.

In the event of any conflicts or inconsistencies between any exhibit to the Agreement and the Agreement itself, such conflict or inconsistency shall be resolved by giving precedence in the following order:

- 3.1.1 In the event of any conflicts or inconsistencies between Exhibit A – Scope of Services and any other exhibit of this Agreement in regard to the Scope of Services, Project specifications, performance criteria, or management metrics, Exhibit A – Scope of Services shall be controlling.
- 3.1.2 In the event of any conflicts or inconsistencies between Exhibit B – Pricing and any exhibit in regard to the types of Services to be provided under this Agreement, Exhibit B – Pricing shall be controlling.
- 3.1.3 In the event of any conflicts or inconsistencies between the Agreement and any exhibit to the Agreement in regard to all terms and conditions addressed in the Agreement, the Agreement shall be controlling.

- 4 **SCOPE OF SERVICES.** Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance with the Scope of Services as specifically set forth in

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Page 4 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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this Agreement and its exhibits.

4.1 Contractor shall provide Professional Uniform Services in accordance with the Scope of Services attached as Exhibit A.

4.2 **Performance Criteria:**

4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a good and competent workmanlike manner, in accordance with industry standards and to the satisfaction of the County.

4.2.3 **Changes to Scope of Services.** The County may, at any time, by written change order, make changes within the general Scope of Services to be performed under this Agreement; unless otherwise allowed by the County in the written change order, such changes to the Scope of Services (or Contractor's claim for adjustment, described below) shall not allow, permit, or excuse any delay in the performance of the work. Except as otherwise stated herein, if any such change causes an increase or decrease in Contractor's cost of the Services or the time required for performance of the work, the County may make an equitable adjustment by amending this Agreement and stating the equitable adjustment in such amendment. Determination of whether an increase or decrease in cost was caused by the change to the Scope of Services shall be in the County's sole discretion. Any claim by Contractor for adjustment under this article must be asserted in writing within thirty (30) days from the date of the County's notification to Contractor (whether made orally or in writing) of the change that caused the claim for adjustment; otherwise, the claim shall be deemed waived. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

4.2.4 **Time is of the Essence.** Time is of the essence for all Services performed under this Agreement and all Projects performed in accordance herewith.

4.2.5 **Authority to Act on Behalf of County.** County's Purchasing and Contracts Director, or such other proper authority pursuant to County policies and procedures, shall have the authority to approve, award, and execute all documents or other instruments required to effectuate changes, modifications, or additional service, so long as the then cumulative financial obligation of County for such additional items does not exceed the Director of Purchasing and Contracts' authority under the County Code of Ordinances or policies and procedures. Any change, modification or additional service that causes the cumulative financial obligation of County for such additional items to exceed the Purchasing

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Page 5 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B8B7BF3B27DA

Director's or County Manager's authority under the Procurement Code shall be presented to the Volusia County Council for approval.

5 RESPONSIBILITY OF CONTRACTOR

5.1 Where questions exist as to the Scope of Services to be provided, Contractor shall promptly confer with the County Project Manager to ascertain the functional criteria of the Scope of Services. The Services of Contractor shall also include the following:

5.1.1 Contractor shall keep the County informed of any changes or advancements in technology occurring any time prior to or during actual implementation of the Services to the extent that such changes and advancements may increase efficiency or otherwise allow for better services or reductions in costs to the County.

5.1.2 Contractor covenants and agrees as follows:

5.1.2.1 That there are no obligations, commitments, or impediments of any kind that shall limit or prevent Contractor's performance of the Services.

5.1.2.2 That its allegations and representations regarding its special talent, training, and experience caused the County to select Contractor to be one of the prime professional Contractors;

5.1.2.3 That Contractor possesses the special skills to recognize material errors or omissions that would result in failures to appropriately perform in accordance with the Scope of Services;

5.1.2.4 That Contractor shall adhere to the standard of care applicable to a contractor with the degree of skills and diligence normally employed by a licensed professional in its field or practice performing the same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances;

5.1.2.5 That Contractor shall provide any Project data, summaries, reports, or studies, pursuant to Subsection 5.1.2.4 above, accurately with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on Contractor's status as an industry professional in accepting such documentation.

5.2 **Supervision.** Subject to Subsection 5.1.2.4, Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. Contractor shall hire, compensate, supervise, and terminate members of its work

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Page 6 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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force, and Contractor shall direct and control the manner in which Services are performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for Contractor's employees and/or subcontractors shall be the responsibility of Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering Services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables comply with the requirements of this Agreement and the Scope of Services contained therein.

- 5.3 **Assurance.** Subject to Subsection 5.1.2.4, Contractor gives the County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the County that finished or completed Deliverables shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by Contractor under this Agreement. Contractor shall, without additional cost to the County, correct or revise any errors or deficiencies in its Services for which it is responsible.
- 5.5 **Services to Comply with Specifications and Law.** All Services performed by Contractor including all general provisions, special provisions, job specifications, addendum, amendments to the basic Agreement, written interpretations, and written orders for minor changes in Services, shall comply with the Scope of Services and all applicable local laws, codes, ordinances, and statutes.
- 5.6 **Subcontractors.**
- 5.6.1 **Employment or Substitution of Subcontractors.** Contractor shall not employ any Subcontractor, other person, or organization of against whom the County may have reasonable objection, nor shall Contractor be required to employ any Subcontractor against whom it has reasonable objection. Contractor shall not make any substitution for any Subcontractor who has been accepted by the County without the County's approval.
- 5.6.2 **Disapproval of Subcontractors.** County's disapproval or requirement of removal or replacement of Contractor's employee or Subcontractor shall be deemed for lawful reasons if in County's reasonable judgment, such Contractor's employee or Subcontractor poses a threat or causes harm to the health, welfare, or safety, or morale of the County or its agencies, personnel or property or who fails any drug test administered in connection with this Agreement, or who has been convicted of a felony

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Page 7 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B9B7BF3B27DA

or a misdemeanor involving "moral turpitude" or has been released or dishonorably discharged or separated under conditions other than honorable from any of the Armed Forces of the United States.

5.6.3 **Contractor Responsible for Subcontractors.** Contractor shall be fully responsible for all negligent acts and omissions of its Subcontractor and of persons directly or indirectly employed by them and of persons for whose negligent acts any of them may be liable to the same extent that it is responsible for the negligent acts and omissions of persons directly employed by it. Nothing in the Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see to the payment of any monies due any Subcontractor, except as may otherwise be required by law. County may furnish to any Subcontractor to the extent practicable, evidence of amounts paid to Contractor on account of specific Services done in accordance with the schedule of values.

5.6.4 **Subcontractors to Act Pursuant to this Agreement.** Contractor agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Agreement for the benefit of the County, and shall require all Subcontractors or other outside associates employed in connection with this Agreement to comply fully with the terms and conditions of this Agreement as such may apply to the Services being performed for Contractor.

6 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties, whichever is later, and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties.
- 6.2 The Services to be rendered by Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** Contractor shall be paid Compensation for all Services. Compensation listed in Exhibit B – Pricing constitutes complete payment for all Services rendered under this Agreement, including the cost of all projects, materials, equipment, labor, expenses, all mark-ups for overhead and profit more particularly described in Exhibit B – Pricing. The County agrees to pay Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of

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Page 8 of 20

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

7.3 **Reimbursable Expenses.** County's payment to Contractor pursuant to the Pricing, attached hereto and incorporated herein as Exhibit B, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.

7.4 **Payments.** Any payments shall be made in accordance with Exhibit B -- Pricing. The rates expressed in Exhibit B shall govern Compensation and provide for payments against specified Deliverables and performance.

7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager is satisfied that the Services has been completed and Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of payment and present the invoice to Accounts Payable for payment. Otherwise, the County Project Manager shall return the invoice to Contractor, indicating in writing the reasons for refusing to approve final payment. Subsequent to receiving a returned invoice, Contractor will make the necessary corrections and resubmit the invoice and, if requested, provide explanation or substantiation for said invoice. Regardless of the foregoing, approval of payment pursuant to this section shall not prevent the County from recovering amounts paid when the County subsequently discovers material defects or deficiencies in the services or work provided by Contractor, which defects or deficiencies would have otherwise caused the County to withhold payment.

7.5 **Invoices.** Invoices or payment requests shall be addressed from Contractor and submitted to the County's Project Manager. All invoicing and payments, including the practices and procedures pertaining thereto, shall be governed by the applicable provisions of Part VII of Chapter 218, Florida Statutes.

7.5.1 **Invoice Detail.** Contractor shall submit an invoice for which professional Services were rendered to the County upon the completion and acceptance of the Services. Each invoice shall show detailed explanations of the Services accomplished and, if requested, provide substantiation for same. Invoices shall be in accordance with the Agreement prices set forth by labor hours by classification, associated rates, any material or subcontracted costs and any indirect rates or costs in accordance with the Agreement prices set forth hereto. All of the above shall sum to the total amount requested.

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Page 9 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B9B7BF3B27DA

- 7.5.2 Contractor's Invoice(s) shall be accompanied by supporting data as may be required by the County Project Manager. County Project Manager shall review Contractor's Invoice and supporting data and notify Contractor in writing within ten (10) days from receipt of the statement if any amounts requested are disputed or lack adequate support or documentation.
- 7.5.3 **Invoicing Pursuant to Agreement.** Pursuant to Exhibit B, Contractor shall invoice County for all payments due Contractor under this Agreement. County shall pay invoices in accordance with this Agreement. Invoices shall be sent to the address specified by the County.
- 7.5.4 **Withholding.** The County may withhold payment of any specific invoiced charges that it disputes in good faith and pay all undisputed charges on the invoice.
- 7.5.5 **Payment Due.** Within forty-five (45) days of acceptance by the County Project Manager of all the Services for which Contractor has submitted an Invoice of professional Services, Contractor shall be paid the unpaid balance of any money due for any undisputed Services covered by said invoice.
- 7.5.6 **Taxes.** County is a tax exempt entity and shall not be charged or invoiced for the payment of taxes for Services performed under this Agreement.
- 7.6 **Contractor's Continuing Obligations.** Contractor's obligation to perform Services in accordance with the Agreement shall be absolute. Nothing, including without limitation, the following, shall constitute an acceptance of Services not in accordance with the Agreement: approval of any progress; final payment to Contractor; documentation confirming acceptance of the Services by the County; any payment by the County to Contractor under the Agreement; any act of acceptance by the County or any failure to do so; any correction of defective Services by the County.
- 7.7 **Non-appropriation.** Notwithstanding any other term or provision of this Agreement, the continuation of this Agreement beyond a single fiscal year of County is subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes. Termination by the County due to non-appropriation shall be without a termination charge by Contractor. The County shall not be obligated to pay Contractor under this Agreement beyond the date of termination except as set forth in this Agreement. County's obligation to pay Contractor is limited to the budgeted amount for a fiscal year approved by the Volusia County Council for the then-current fiscal year of this Agreement and is otherwise limited to legally available non-ad valorem tax revenues.
- 7.8 **Price Redeterminations**

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of

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Page 10 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Agreement (i.e., the calendar day and month when the Contract became effective) and only after the Agreement has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Agreement.

- A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the RFP opened. The base index number for the PPI will be for the month the RFP opened. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.
- B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor <https://stats.bls.gov/data/>. The base figure will be tied to All workers, Service occupations under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Agreement.
- C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written

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Page 11 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-98FA-B9B7BF3B27DA

documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

1. *Example:* Minimum wage increases from \$7.31 to \$7.56 per hour. The Contractor may petition for an increase of \$0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.
 2. If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the hourly rate paid to the employee for the same period, the Contractor will be considered in Agreement default and the Agreement will be immediately terminated.
- D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "Unleaded Gasoline - WPU057104" or "#2 diesel fuel - WPU057303," as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Agreement.
- E. *Materials Price Redetermination.* At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increase(s). Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity "Apparel manufacturing -- PCU315---315---", as published by the Bureau of Labor Statistics.
- F. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:
1. *Example:* Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

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Page 12 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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Current applicable PPI	=	\$200.50
Base index PPI	=	\$179.20
PPI increase dollars	=	\$21.30
PPI increase percentage (\$21.30 , \$179.20 = .1189)		11.9%
Unit cost of the service is		\$100.00
30% of \$100.00 is directly attributed to the redetermination category		\$30.00
\$30.00 x 11.9%	=	\$3.57
New unit price for the product/service is (\$100+\$3.57)		\$103.57

G. **Expiration Upon Failure to Agree to Price Redetermination.** If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this section, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

7.9 **Unusual Costs** The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor and the Contractor shall provide such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices decrease.

8 PAYMENT OF SUBCONTRACTORS

8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies. Contractor agrees that if it withholds an amount as retainage from such Subcontractors or suppliers, that it shall release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from County.

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ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement. Regardless of the foregoing, nothing in this Agreement shall create any contractual relationship between any Subcontractor and the County or any obligation on the part of the County to pay or to see the payment of any moneys due any Subcontractor, except as may otherwise be required by law.

9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 **Indemnification.** Contractor shall indemnify, defend and hold harmless the County, including its districts, authorities, separate units of government established by law (constitutional), ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees arising out of, resulting from, or incident to Contractor's performance of its obligations in whole or part of this Agreement, unless such injury or damage is occasioned solely by the fault, negligence, or willful misconduct of the County.
- 9.2 In all claims against the County, Contractor's Indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or any benefits payable by or for Contractor, or its employees, agents, contractors, or subcontractors.
- 9.3 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, (as amended) Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10 INSURANCE

Contractor shall provide the required insurance detailed in Exhibit C for the entire Term of the Agreement. Regardless of anything submitted as proof of insurance, Contractor shall comply with all requirements of Exhibit C.

11 TERMINATION

- 11.1 County may terminate this Agreement upon at least thirty (30) days prior written notice to Contractor.
- 11.2 Contractor may terminate this Agreement upon at least one hundred eighty (180) days

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Page 14 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B9B7BF3B27DA

- prior written notice to County.
- 11.3 Upon receipt of notice of termination by the County from Contractor or upon delivery of notice of termination from the County to Contractor, Contractor shall:
- 11.3.1 Stop work under the Agreement on the date and to the extent specified in County's Notice of Termination.
- 11.3.2 Inform the County, in writing, of the extent to which performance is completed.
- 11.3.3 Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Services under the Agreement that is in progress but not yet completed.
- 11.3.4 Assign to the County, in the manner, at the times, and to the extent directed by the County, all of the right, title and interest of Contractor under the orders and subcontracts so terminated.
- 11.4 For all undisputed outstanding invoices submitted to the County prior to the effective date of the termination and subject to Article 6 - Term of Agreement, Article 7 - Agreement Price and Compensation, and this Article 11 - Termination, the County shall cause payments to be made to Contractor within forty five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under this Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment and County shall pay any undisputed amount within forty five (45) days.
- 11.5 With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination. County's approval of such settlements shall be final for all the purposes of a termination under this Article 11 - Termination. In addition, Contractor shall transfer title and deliver to the County, in the manner, at the times, and to the extent, if any, directed by the County of Deliverables, work-in-progress, reports, models, studies, and other materials produced as a part of, or acquired in connection with the performance of the Services terminated.
- 11.6 If Contractor fails to cure a breach within ten (10) calendar days after receipt of notice from the County of said breach, the County may take over the Services and complete the Services and Contractor shall be liable to the County for any increased cost of the Project reasonably incurred by the County to complete Contractor's unfinished Services. As such, County may apply unpaid Compensation due and owing to Contractor prior to the default as a set off against the costs incurred by the County for taking over such Services.
- 11.7 The right of termination provided to the County and Contractor herein shall be cumulative of all other remedies available at law.
- 11.8 All provisions of this Agreement that impose or contemplate continuing obligations on a party will survive the expiration or termination of this Agreement.

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Page 15 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-86FA-B9B7BF3B27DA

12 DISPUTE RESOLUTION

- 12.1 **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Section 0, Dispute Resolution. Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
- 12.2 **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute within five (5) business days or longer, that party, known as the Invoking Party, through its applicable Project Manager, shall promptly bring the disputed matter to the attention of the non-Invoking Party's Project Manager or designated representative, as the case may be, of the other party in writing ("Dispute Notice") in order to resolve such dispute.
- 12.3 **Discovery and Negotiation / Recommended Procedures.** Upon issuance of a Dispute Notice, the Project Managers or designated representative shall furnish to each other all non-privileged information with respect to the dispute believed by them to be appropriate and germane. The Project Managers shall negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. If such dispute is not resolved by the Project Managers or designated representative within ten (10) County Work Days (defined as weekdays [i.e. Monday, Tuesday, Wednesday, Thursday and Friday] not designated as holidays by the County) of issuance of the Dispute Notice, or such other time as may be mutually allowed by the Project Managers as being necessary given the scope and complexity of the dispute, the Project Managers may, depending upon the nature, scope, and severity of the dispute, escalate the dispute as indicated below:

County Work Days	Contractor's Representative	County Representative
10	Contractor's Project Manager	County's Project Manager
10	Contractor's Sr. Vice President	Director of Purchasing and Contracts
20	Contractor's COO or President	Deputy County Manager

- 12.4 **Formal Dispute Resolution.** At any point after issuance of a Dispute Notice under this section, either party may request and initiate formal non-binding mediation before a single mediator, which mediation shall be completed within thirty (30) days of initiation or such longer time as may be agreed upon by both parties as being necessary for the mutual selection of a mediator and scheduling of such mediation. Any such mediation shall be convened and conducted in accordance with the rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700 et seq. of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such

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Page 16 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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mediation, then either party may proceed to finalize any pending termination remedies and commence litigation in a court of competent jurisdiction. Each party shall bear its own costs and attorney's fees for mediation or arbitration of an issue arising under this Agreement.

- 12.5 **Right to Terminate Reserved.** Regardless of the dispute resolution procedures provided for in this Section 0, Dispute Resolution, nothing herein shall affect, delay, or otherwise preclude a party from terminating this Agreement in accordance with the provisions of Section 11, Termination, it being understood that these dispute resolution procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

13 COUNTY DATA

- 13.1 Contractor agrees and understands that all files and other information and data created in connection with the administration of this Agreement constitute a public record, except to the extent it is exempt or proprietary under Florida Law (Chapter 119, Florida Statutes) from disclosure or as preempted by federal law. Contractor agrees to maintain for public record access such files and to maintain for public access such files after termination of this Agreement to the extent required by the laws of the State of Florida.
- 13.2 Upon any termination or expiration of this Agreement, Contractor, upon County's written request, shall promptly deliver, but not more than thirty (30) days after County's request, to County an extract of County's data hosted in the System in XML format or such other format as mutually agreed upon by County and Contractor.
- 13.3 THE ABOVE DUTIES AND OBLIGATIONS SHALL SURVIVE THE CANCELLATION OR TERMINATION OF THIS AGREEMENT.

14 LOCAL GOVERNMENT REQUIREMENTS

- 14.1 Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to

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Page 17 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Agreement.
- B. Upon request from the County's custodian of public records, provide the County 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 Chapter 119, Florida Statutes, 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 Agreement term and following completion or termination of the Agreement if Contractor does not transfer the records to the County.
- D. Upon completion or termination of the Agreement, transfer, at no cost, to the County all public records in the possession of Contractor or keep and maintain public records required by the County to perform the service. If Contractor transfers all public records to the County upon completion or termination of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion or termination of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Requests to inspect or copy public records relating to the County's Agreement for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify Contractor of such request, and Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes County to seek

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Page 18 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD84-E0D2-4F4B-96FA-B8B7BF3B27DA

declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

- 14.2 **No Code Violation or Past Due Debt.** Contractor warrants and represents that neither the business, nor any officer or significant stakeholder of the business is in violation of the Volusia County Code of Ordinances, and does not owe the County any past due debt. Any breach of the foregoing warranty and representation shall be a material breach of this Agreement and the County shall have the right to terminate this Agreement as set forth herein.
- 14.3 **Changes Due to Public Welfare.** The County and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law or ordinance.
- 14.4 **Compliance with Applicable Laws.** Contractor shall perform its obligations hereunder in accordance with all applicable federal, state, local laws, ordinances, rules, regulations (including but not limited to the following statutes: Americans with Disabilities Act (ADA), Titles I, II and III of the ADA; Federal Immigration Reform and Control Act of 1986 (as amended); and Title VII of the Civil Rights Act of 1964 (as amended), and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the performance of this Agreement. Contractor shall indemnify, defend, and hold harmless the County and all its officers, agents, servants and employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order or decree caused or committed by Contractor, its representatives, subcontractors, professional associates, agents, servants or employees. Additionally, Contractor shall obtain and maintain at its own expense all applicable licenses and permits to conduct business pursuant to this Agreement from the federal government, State of Florida, County of Volusia or municipalities when legally required and maintain same in full force and effect during the term of this Agreement.
- 14.5 **Nondiscrimination and Americans with Disabilities Act.** Contractor shall not unlawfully discriminate against any person in the operations and activities in the use or expenditure of the funds or any portion of the funds provided by this Agreement or in the provision of goods or Services pursuant to this Agreement. Contractor agrees it shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing all goods and Services funded or paid for by County, including Titles I, II and III of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. For Internet/Web Services: For the purposes of this paragraph, any Services or products offered to public via the internet or online must comply with WCAG 2.0 AA in order to be deemed ADA compliant. The County will provide Contractor with prompt written notice with respect to any ADA deficiencies of which the County is aware and Contractor will promptly correct such deficiencies. If the County, the Department of Justice or other governmental entity tasked with the enforcement of the ADA ("Enforcement Agency") notes any deficiency in the facilities, practices, services, or operations of Contractor furnished or provided in connection with this Agreement, Contractor shall, at no additional charge or cost to the County, immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency.

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Page 19 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B9B7BF3B27DA

Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA or WCAG 2.0 AA, for online or Internet Services or products. In performing under this Agreement, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.6 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place, as amended from time to time, during the term of this Agreement.

14.7 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.8 **Equal Opportunity: Disadvantaged Business Enterprises.**

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, disability, or family status. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.9 **Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions.**

This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency, and Contractors shall comply with the applicable sections of Exhibit II, Federal Contract Provisions.

14.10 **Compliance with Federal E-Verify Regulations.**

A. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility and work authorization status of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement, including Subcontractor. If and to the extent the Agreement meets the criteria set forth at 48

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Page 20 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD84-E0D2-4F4B-88FA-B8B7BF3B27DA

C.F.R. § 52.222-54(e), the criteria of 48 C.F.R. § 52.222-54 are hereby incorporated by reference into this Agreement as if fully set forth herein.

- B. The Contractor covenants and agrees that if the County has a good faith belief that Contractor has knowingly violated or if Contractor is found to have violated this Section 14.10; Section 448.09(1), Florida Statutes; Section 448.095, Florida Statutes; or the presidential Executive order and subsequent Federal Acquisition Regulation (FAR) rule requiring federal contractors to use E-Verify, if applicable, then the following shall be true: (i) such shall be a material breach of this Agreement by Contractor; (ii) Contractor shall indemnify, defend, and hold harmless the County from any fines or penalties levied by a government agency, including the loss or repayment of grant funds by the County; (iii) the County may terminate this Agreement immediately and without penalty and such termination shall not be or be considered a breach of this Agreement; and (iv) Contractor shall be liable for any additional costs incurred by the County as a result of the termination of the Agreement. Contractor acknowledges and understands that if the County terminates this Agreement in accordance with this Section 14.10, the Contractor shall be ineligible for award of a public contract for at least one (1) year after the date on which the Agreement was terminated.
- C. Any subcontract entered into by Contractor with any Subcontractor performing work under this Agreement shall include the following language: "The Subcontractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor on or after the effective date of this Agreement and thereafter during the remaining term of the Agreement." In accordance with Florida law, if Contractor enters into a subcontract to perform work under this Agreement, Contractor shall require from said Subcontractor an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and Contractor shall maintain a copy of such affidavit for the duration of this Agreement and/or the contract with the Subcontractor, whichever is longer. Contractor acknowledges and agrees that if the County has a good faith belief that a Subcontractor knowingly violated this Section 14.10 or Sections 448.09(1) or 448.095 of the Florida Statutes, but also has a good faith belief that Contractor otherwise complied with this Section 14.10 and applicable law, the County shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the Subcontractor. Failure to comply with said order shall constitute a violation of this Section 14.10 and the terms of Section 14.10.B shall apply.

14.11 Scrutinized Companies-FL Statute Section 287.135 and 215.473.

Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit have been placed on the Scrutinized Companies that Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Agreement amount equals or exceeds one million dollars, Contractor certifies that neither the undersigned entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

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Page 21 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD04-E0D2-4F4B-90FA-B087BF3B27DA

Activities in the Iran Petroleum Energy Sector List, created pursuant to s.215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

Contractor understands and agrees that the County may immediately terminate this Agreement upon written notice if the undersigned entity (or any of those related entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

15 MISCELLANEOUS PROVISIONS

15.1 **Independent Contractor.** Contractor shall provide the services required herein strictly in an independent contractor relationship with the County and, except as otherwise expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between Contractor and the County. The County shall not provide vehicles or equipment to Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. Contractor is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such service provided by Contractor or for such entities will not conflict or otherwise interfere with Contractor's provision of Services to the County under this Agreement.

15.2 **Other Agencies.** Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions.

It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to Contractor.

15.3 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.

15.4 **Waiver of Claims.** Once the Agreement expires, or final payment has been made, Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning the Agreement. After that period, the County

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Page 22 of 20

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B9B76F3B27DA

will consider Contractor to have waived any right to claims against the County concerning the Agreement.

- 15.5 **Safety.** Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. Contractor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of Contractor, Subcontractor, or supplier's failure to comply with the regulations.
- 15.6 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. When sent in accordance with the foregoing, notice shall be deemed delivered the sooner of (i) when received by the addressee or (ii) five (5) days after being deposited in the mail or with the parcel service. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this article. For the present, the parties designate the following:

In the case of County:

County of Volusia
Attn: Director of Purchasing and Contracts
Address: 123 W. Indiana Ave., Room 302
DeLand, Florida 32720
Phone: (386) 736-5935

with copies of legal notices to:

County of Volusia
Attn: County Attorney
Address: 123 W. Indiana Ave., Room 301
DeLand, Florida 32720
Phone: (386) 736-5950

In the case of Contractor:

UniFirst Corporation
Attn: Chris Cottle
Address: 2357 Bellevue Ave.,
Daytona Beach, FL 32114
Phone: 386-777-5440

- 15.7 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining the County's prior written consent, which consent the County may withhold, limit and/or condition in the County's sole discretion,

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Page 23 of 28

**ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR
UNIFORM RENTAL (RFP 24-713A-1)**

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-66FA-B9B7BF3B27DA

including, but not limited to, requiring Contractor or his/her proposed successor in interest to post a performance bond. Any consent by the County under this article shall be by written Amendment to the Agreement in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Agreement, Contractor shall provide the County with a written request for County's consent no less than thirty (30) days prior to the assignment's proposed effective date. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US \$500.00); however, payment of such fee shall not entitle Contractor to the County's acceptance or approval of its request for assignment.

Nothing herein shall preclude the right of the County to waive its rights under this Section but no waiver shall be granted by the County without a written and duly executed amendment to the Agreement.

- 15.8 **Conflicts.** Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor agrees to require such Subcontractors, by written Agreement, to comply with the provisions of this section to the same extent as Contractor.
- 15.9 **Audit Right and Retention of Records.** The County shall have the right to audit the books, records, and accounts of Contractor and its subcontractors that are related to this Agreement. Contractor and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. Contractor shall preserve and make available, at reasonable times for examination and audit by the County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a retention period of five (5) years after completion or termination of this Agreement, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Agreement, require its subcontractors to agree; (i) to the requirements and obligations of this Article 15.9 -- Audit Right and Retention of Records (ii) to be subject to applicable privacy and confidentiality laws and regulations and (iii) Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Daytona Beach, FL. Nothing in this Article 15.9 -- Audit Right and Retention of Records shall require Contractor to violate any laws applicable to Contractor as a provider of professional uniform services.

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Page 24 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

DocuSign Envelope ID: 4CF1AD94-E0D2-4F4B-96FA-B8B7BF3B27DA

- 15.10 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Contract Administrator.
- 15.11 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the County Project Manager to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the County Project Manager with such information as necessary for County to evaluate the new key personnel. In the event the County Project Manager has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.
- 15.12 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name or logo on Contractor's website or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo, or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.
- 15.13 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, acts of domestic or international terrorism,

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Page 25 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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any virus, bacterium, or other microorganism capable of inducing physical distress, illness, or disease, whether due to a pandemic or otherwise, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

- 15.13.1 Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
- 15.13.2 Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within three (3) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.
- 15.13.3 In the event of a Force Majeure Event, the time for performance by the parties under the applicable Statement of Services shall be extended for a period of time equal to the time lost by reason of such cause through execution of a change order pursuant to the terms of the Agreement.
- 15.14 **Bankruptcy Rights of County.** All rights and licenses granted under or pursuant to this Agreement or any attachments hereto by Contractor to County are, and shall otherwise be deemed to be, for purposes of Section 365 (n) of the United States Bankruptcy Code (the "Code"), or replacement provision therefore, licenses to rights to "intellectual property" as defined in the Code. The parties agree that County, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Contractor under the Code, County shall be entitled to retain all of its rights under this Agreement.
- 15.15 **Waiver of Breach and Materiality.** Failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- 15.16 **Severance.** In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.

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Page 26 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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- 15.17 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 15.18 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall, if in state court, be exclusively in the 7th Judicial Circuit in and for the County of Volusia, Florida, or, if in federal court, be exclusively in the Middle District of Florida, Orlando Division. By entering into this Agreement, Contractor and the County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 15.19 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 15.20 **Flame Resistant Clothing and Fabrics.** County agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). COUNTY ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAMERESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH COUNTY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. County agrees to notify all employees and other agents of County who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. County acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of County. Further, County releases Contractor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. County hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from County's or its employees' use of the FRC.

For high visibility garments, County bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs

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Page 27 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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to be replaced outside of normal wear and tear, the County will be charged the then current replacement value. County acknowledges and understands that the garments alone do not ensure visibility of the wearer. County further acknowledges that Contractor is relying upon County to determine whether any garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. County acknowledges that Contractor has made no other representations, covenants or warranties whether express or implied, related to the garments.

16 ELECTRONIC SIGNATURES

Vendor acknowledges that Christopher A. Cottle, Location Manager (the "Authorized Signatory") is authorized to execute contracts/agreements with the County of Volusia and any affixed electronic or conformed signature of the Authorized Signatory shall be the act of and attributable to the Authorized Signatory. By signing this Agreement electronically, the Authorized Signatory does thereby adopt the electronic or conformed signature as his or her own and designates a copy of same for use as an official record by the County of Volusia.

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Page 28 of 29

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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17 SIGNATURES

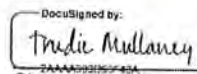
IN WITNESS WHEREOF, the parties have made and executed this Agreement for Professional Uniform Services on the date last written below.

Attest:

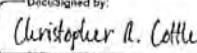

George Recktenwald
County Manager
Date: 8/22/2022

COUNTY OF VOLUSIA
BY: 

Jeffrey S. Brower
County Chair
Date: 8/16/2022


Attest:
DocuSigned by:


Signature
Trudie Mullaney, Apparel Program Sales Executive
Name and Title
Date: 8/1/2022 | 13:13:55 EDT

UniFirst Corporation
DocuSigned by:
BY: 

Signature
Christopher A. Cottle, Location Manager
Name and Title
Date: 8/1/2022 | 06:45:28 PDT

CC Date: August 16, 2022

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Page 29 of 29

I. TECHNICAL SPECIFICATIONS

A. Garment Manufacturers

1. Garments provided shall be high quality, heavy weight items from Red Kap, Big Ben, Dickie, Wearguard or County approved equivalent.
2. All garments delivered to the County shall display the specified manufacturer's label. The County requires superior uniforms made of high quality, durable materials, made with the highest quality of workmanship and designed for maximum comfort. Standard, light duty, work uniforms will not satisfy this requirement. Low quality or "bid line" items may be rejected and may be cause for Termination of this Agreement.
3. The rental uniforms shall be heavy weight 65% polyester and 35% cotton blend or 100% cotton, except as otherwise specified. Alternates may be accepted but must be identified as alternates and must have been previously approved by the County.
4. Colors of garments will be chosen from the manufacturer's standard colors.

B. Garments (Purchase or Rental)

1. **Trousers:** Trousers shall be without cuffs. Trousers shall have two (2) side inverted swing pockets and reinforced buttons, two (2) rear inset pockets with button closure on left rear pocket, bar stitched belt loops and zipper fly closure. Cargo style trousers shall also be made available.
2. **Shirts, Blouses, & Smocks:** Shirts shall have long or short sleeves, as ordered, for each employee. They shall have a button front and two (2) patch breast pockets with button closures. The collar shall be equipped with permanent collar stays.
3. **Jackets:** Jackets shall have a zipper front, two (2) breast pockets with flaps and button closures. Sleeves shall have cuffs with dual buttons for wrist adjustments. The waistband shall have dual buttons on both sides for waist size adjustments. Jackets shall be available both fully lined or unlined, as required.
4. **High Visibility:** All high-visibility safety apparel shall meet the guidelines provided by ANSI/ISEA 107 American National Standard for High Visibility Safety Apparel and Accessories. The high-visibility t-shirt shall be available with either long or short sleeves, as ordered, for each employee. Shirts shall have one left front pocket.

Exhibit A

Scope of Services

22-P-03MC

5. Garments provided during the Agreement term shall be the same as the samples provided for evaluation unless an exception is submitted to and approved in writing by the County Project Manager.

C. Identification Emblems

1. Prices shall include cost of up to four (4) direct dye imprints on patch logo or sewn/embroidered emblem of the County or Division logo with script lettering. The County or Division logo shall be dyed on patch logo or sewn/embroidered over the left breast on all shirts, blouses, smocks, jackets, coats, T-shirts, sweatshirts, coveralls, etc., unless otherwise specified by the Division. The dyed or sewn/embroidered emblem over the right breast shall be the name of the wearer. Both the County and Division logo emblem and the name emblem shall match in color, general appearance and be a color which is suitable for the garment and approved by the County Project Manager. If there is a cost differential for embroidering of the logo and/or first name onto the garment, this cost shall be shown separately on the Exhibit B - Pricing. The cost shown shall be the difference only between the costs of the two processes. All garment orders may be subject to a one-time emblem and setup fee. These orders include initial setup, replacement, style change and size change.
2. The logo or script, border and backing shall be in color(s) appropriate to the garment colors with the stitched lettering to preferably match or be darker than the garment color chosen. The County Project Manager shall approve the logo or script, border and backing colors. Emblem size shall be a minimum of two (2) inches by two (2) inches and a maximum of four (4) inches by four (4) inches, unless otherwise specifically specified by any Division Project Manager.
3. The County will provide camera-ready artwork for the logo(s). If County or Division logo emblems and/or name emblems are provided by a County Division, the Contractor shall sew on or imprint the emblems in accordance with Exhibit B – Pricing. If the County Division provides one new emblem, the Contractor shall provide the other emblem to match. If the emblem change is made during a agreement renewal uniform changeover, emblems shall be provided and sewn in accordance with Exhibit B – Pricing. If the County Division requires both emblems to match immediately during an existing agreement period, the Contractor shall provide the appropriate second emblem for a negotiated reasonable cost and sew the emblems on free of charge. All emblem changes shall be continued for subsequent Agreement terms.

II. COMMON SCOPE OF SERVICES

The below Scope of Services shall apply to the rental and purchase of uniforms and related items.

Page 2 of 8

Exhibit A

Scope of Services

22-P-03MC

A. Customer Service

1. The Contractor shall submit customer service and survey tools and all resources that will be at the County's disposal to address any customer service issues upon award. Contractor shall provide an annual customer survey to participating County Divisions and results of the survey shall be provided to the County Project Manager. Resources shall allow for ease of communication between County staff and the Contractor. The Contractor shall submit the names of persons, email addresses, phone/cell numbers for all persons handling the Volusia County Agreement upon award. Each person's title and responsibility shall be listed. Any changes in personnel related to the Volusia County Agreement shall be submitted in writing to the County's Project Manager and the Director of Purchasing and Contracts or designee within five (5) business days of change.
2. The Contractor shall address any and all customer service issues within forty-eight (48) hours of notice from the County. Failure to address issues may result in a deduction up to the full amount of the monthly rental Agreement amount or return of the purchased items at no charge to the County.

B. Implementation of Uniform Program

1. Contractor shall provide services to County Divisions currently using rental and purchased uniforms before providing services to any other County Division wanting to add these services to the Agreement. The County reserves the right to add or remove divisions from the Agreement. The County shall supply the Contractor with a list of divisions currently renting or purchasing uniforms, along with a contact person for each division.

C. New Uniforms

1. At the start of this Agreement, each participating employee shall be measured and issued New uniforms. New shall be defined as direct from the manufacturer and having not been worn by another.

D. Sizes and Fittings

1. The Contractor shall measure each employee for their New uniforms at the delivery location of the employee(s). The Contractor shall visit each location during changeover for the purpose of individually measuring all personnel for whom garments will be ordered. Measurements for the initial order shall be completed in accordance with timeline included in the Agreement. Delivery of New uniforms to the employee's location shall be specified in the Agreement for initial changeover program.

Page 3 of 8

Exhibit A

Scope of Services

22-P-03MC

2. "Measuring" shall include physical measurements taken by an experienced professional and "trying on" of a sample garment of the exact type and size that the employee will be ordering. It is the responsibility of the Contractor to provide a sufficient number of sample uniforms for this purpose whenever measurements are taken. When measurements are taken by the Contractor, proper fit of uniforms shall be guaranteed. County reserves to the right to bypass measurements and provide the awarded Contractor the employee sizes. County shall be responsible for additional cost associated with a one-time replacement of garments where County provided improper measurements and sizes.
3. New employees shall be measured for New uniforms within two (2) working days of notification by the County. The Contractor shall measure new employees at the employee's work site.
4. The Contractor shall have sufficient stock of uniforms on hand to prevent a break in service.
5. Sizes for shirts range from X-Small to 7X large with the option for long shirt tail sizes if requested. Pants and shorts range from a waist size of 29 to 60. The County reserves the right to request other sizes if required during the Agreement term.

E. Delivery

1. New uniforms for the initial change over shall be delivered no longer than ninety (90) days from execution of the Agreement.
2. Future deliveries of New uniforms to the employee's location shall be within ten (10) working days after the measurements are completed. If purchased, the County may choose to pick up uniforms. The Contractor shall verify the County employee's identification and get a legible signature prior to releasing items for pick up.
3. Delivery of rental uniforms shall be consistent with Exhibit A – Scope of Services, Rental Specifications.

F. Pricing

Contractor pricing shall be inclusive of all, alternations, embroidery and delivery. The County reserves the right to negotiate with the Contractor for additional items similar in nature to the items listed on Exhibit B – Pricing.

III. RENTAL SPECIFICATIONS

The Rental Specifications below are in addition to the Common Scope of Services detailed in Section II.

Exhibit A

Scope of Services

22-P-03MC

A. Contractor shall supply, upon request, the County's Project Manager(s) with a report that shall include, but is not limited to, the following: type of service provided purchase and/or rental; number of uniforms delivered per site, per month, including current inventory detailed by each employee at said site; number of damages repaired or replaced; number of lost garments; date and times of deliveries per site; name of driver per delivery site; list all additional issues and resolutions.

1. Failure to submit requested report within thirty (30) days may result in a delay of invoice payment or an invoice deduction up to ten percent (10%) of the total monthly Agreement amount.
2. Contractor has ninety (90) days from the date of Agreement execution to replace all garments to New.
3. Sizes and Fittings - Replacement uniforms for existing employees who have been measured previously may be sized from existing records with verification by each employee that their sizing has not changed. Any changes in size shall be verified by physical measurement.

B. Delivery – Rentals

1. Each County Division shall have a designated contact person who will be at that location the entire workday. The driver for that route shall clear all pick-ups and deliveries with that contact person. The contact person and driver shall both be required to sign all pick-up/delivery slips to confirm accuracy.
2. Delivery and service shall be made at the same approximate time and day of the week. All garments picked up shall be returned the following week. All garments shall be individually counted by the County representative and confirmed by the delivery driver, then delivered to the location specified by each division. Uniforms for employees shall be clipped together and labeled with the employee's name for ease of identification. Any garment not returned the following week shall be considered as missing and so noted on the pickup/ returned uniform sheet. All garments not so noted shall be considered as returned. Any garment not returned within two (2) weeks shall be considered lost and the Contractor, before payment of the next invoice, shall replace the garment. The Contractor shall be responsible for all damage to garments prior to receipt and acceptance by the County.

C. Uniform Replacement Policy

1. The Contractor shall be responsible for the repair of all damage to the rented garments. Garments shall be maintained in a constant state of superior condition, with buttons securely attached and missing buttons replaced. All garments considered unsightly due to mending, stains, rips or excessive wear, shall be replaced with garments equal to the original garment in the appropriate size, at no additional charge to the County. All high-visibility safety apparel shall meet the guidelines as provided by ANSI/ISEA 107 American National Standard for High Visibility Safety Apparel and Accessories, or shall be replaced with garments equal to the original garment in the appropriate size, at no additional charge to the County. Safety apparel that due to age or wear no longer complies with ANSI/ISEA 107 as determined by the County, shall be replaced at no additional charge to the County. Contractor may, with approval of the Division, replace only the high visibility markings at no cost to the County. Employees may go up or down in size without cost incurred for replacement uniforms.
2. The Contractor shall provide tags, at no additional cost, to all County rental locations for the purpose of marking those garments that, in the County's opinion, require repair or replacement. Tagged garments shall be repaired or replaced with New garments, or a written explanation by the Contractor explaining why the garment has not been repaired or replaced shall be attached to the tag when the garment is returned. Failure of the Contractor to repair garments to a satisfactory condition shall be cause to withhold payment of the next invoice until the repair is accomplished. The County will notify the Contractor's driver when garments require repairs or replacement.

D. Lost or Damaged Garments

Periodic inventory may be performed by the County. If the inventory indicates that garments are missing, responsibility for the missing units shall be addressed as follows:

1. The County will only consider invoices for lost or damaged garments when there is a receipt signed by a responsible County employee verifying the loss or damage. The receipt must be detailed and specific to the purpose. General statements that state loss or damage occurred without details of garment type, quantity, date garment was issued New and personnel involved will not be considered.
2. The County will assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of a County employee. Payment for said garments will be based on the contracted value of such garments. Initial price of garments in the amortization schedule shall be no more than the purchase prices listed in the solicitation, 22-P-03MC.

Exhibit A

Scope of Services

22-P-03MC

3. Invoices for lost or damaged uniforms will only be paid when proven that the uniform was lost or damaged through intentional negligence of the County employee. The nature of a "work" uniform suggests hard use and accelerated wear of the garment. Therefore, it is the position of the County that "damage" will occur in the normal wearing of a work uniform and replacement with a New uniform is a normal consequence. Invoicing for lost or damaged garments shall be on a separate invoice submitted monthly to the using division and shall match the detail included in the monthly customer service report. Charges for lost or damaged garments listed on a regular rental invoice will be crossed out and will not be paid.
4. Uniform garments lost or ruined by the Contractor shall be replaced within five (5) working days of using department notification with a New garment equal to the original garment.

E. Repairs

1. Missing buttons, rips, tears, and other damage that can be repaired shall be accomplished on a weekly basis. Uniforms shall be inspected by the Contractor prior to being returned to employees to ensure that the garments are fit for use. Employees shall tag for Contractor's attention any need for repair. If an employee does notify the Contractor the need for such repairs and the Contractor does not return the garment(s) repaired, the County shall not be charged for said garments until such time as the repair(s) are accomplished.
2. Uniforms shall be repaired and inspected during each cleaning process.

F. Cleaning Requirements

1. Garments shall be laundered to the highest industry standards with hypoallergenic detergents, neatly pressed and returned to each division delivery location(s). Some of the County's work uniforms have greasy oil from automotive repairs. Oil stains shall be treated appropriately to ensure removal of stains. Garments that have stains too deep to be effectively cleaned, shall have an explanation attached to the garment when returned.

G. Credit for Employees on Extended Leave

1. When an employee is on extended leave, in excess of thirty (30) days, uniform rental charges shall be suspended if the County has given adequate notice to the Contractor. Adequate notice shall be defined as five (5) business days prior to said leave. In the event of an unforeseen leave situation, the County can give five (5) working days notice to the Contractor upon realization that the employee will be out for thirty (30) days or more. The Contractor shall charge the County for uniforms through the five (5) day notice period only. Uniforms shall not be delivered to employees on extended leave until written notice of return to work is received by the County. The County shall supply the Contractor with said notice a minimum five (5) working days prior to the employee's return to work.

Page 7 of 8

Exhibit A

Scope of Services

22-P-03MC

IV. PURCHASE SPECIFICATIONS

The Purchase Specifications below are in addition to the Common Scope of Services detailed in Section II.

- A.** Pricing shall be inclusive of all alternations, embroidery and delivery. Contractors shall also include a discount on all other items available for purchase and include a catalog of said items. The County reserves the right to add, delete, and/or change items/services included in this program.

- B.** All high-visibility safety apparel shall meet the guidelines as provided by ANSI/ISEA 107 American National Standard for High Visibility Safety Apparel and Accessories or shall be replaced with garments equal to the original garment in the appropriate size, at no additional charge to the County. Safety apparel that fails to comply with ANSI/ISEA 107, as determined by the County, within one year of purchase shall be replaced at no additional charge to the County. If garment fails within the first year, Contractor may, with approval of the Division, replace only the high visibility markings at no cost to the County.

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

**UniFirst Corporation
Rental Price Sheet, 22-P-03MC**

Description	Manufacturer	Stock Number	Rental Price
Shirt -Men's Short Sleeve 65 Polyester/35 Cotton	UniFirst	202	\$0.16
Shirt- Men's Long Sleeve 65 polyester/35 Cotton	UniFirst	102	\$0.18
Shirt- Men 100 Cotton	UniFirst	101	\$0.25
Trouser-Men's 65 Polyester/35 Cotton	UniFirst	1002	\$0.24
Trouser- Men's 100 Cotton	UniFirst	1001	\$0.30
Cargo Pant -Men's 65% polyester/35%Cotton	UniFirst	10AI	\$0.30
Slacks, Ladies 65 Polyester/35 Cotton	UniFirst	1167	\$0.24
Slacks, Ladies 100 Cotton	UniFirst	1001	\$0.30
Shorts- Unisex 65 Polyester/35 Cotton	UniFirst	1034	\$0.20
Shorts -Unisex 100 Cotton	Dickies	12BU	\$0.27
Shorts-flat front 65 polyester/35 Cotton	UniFirst	1034	\$0.20
Blouse-ladies 65 Polyester/ 35 cotton	UniFirst	436	\$0.18
Blouse-ladies 100 cotton	UniFirst	11UN	\$0.34
Smocks 65 Polyester/ 35 Cotton	Workwear Outfitters (Formerly Red Kap)	4520	\$0.21
Smocks 100 Cotton	Workwear Outfitters (Formerly Red Kap)	4520	\$0.21
Coverall long sleeve, unlined 65 Polyester/35 Cotton Flame Resistant	UniFirst	3002	\$0.38
Coverall long sleeve, unlined 100 Cotton Flame Resistant	UniFirst	30FR	\$0.68
Knit "polo" short sleeve w/pocket 65 polyester/35 Cotton	Tri-Mountain	04DG	\$0.22
Knit "polo" short sleeve with pocket 100 Cotton	Tri-Mountain	04DG	\$0.22
Knit "polo" short sleeve with pocket 100 Cotton	Tri-Mountain	04DG	\$0.22
Jackets, unisex shell 100% nylon lined. 65 Polyester /35 Cotton	UniFirst	1506	\$0.44
Jackets, unisex , shell 100% nylon lined ,100% Cotton	Berne	18BW	\$0.68
Jackets, unisex, unlined, 65 Polyester /35 Cotton	UniFirst	1507	\$0.38
Jackets, unisex, unlined, 100% Cotton	NA	NA	\$0.00
Coats	UniFirst	1527	\$0.46
Sweatshirts	Workwear Outfitters (Formerly Red Kap)	08WD	\$0.68
Aprons, denim	Universal Overall Company	7006	\$0.38
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	06AH	\$0.54

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

UniFirst Corporation

Rental Price Sheet, 22-P-03MC

High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	06DH	\$0.64
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	06AH	\$0.54
High-Visibility, T-shirt - Men's long sleeve, 65 polyester/35 cotton	UniFirst	087B	\$0.18
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	06DH	\$0.64
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	09AH	\$0.62
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	09DH	\$0.80
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	09AH	\$0.62
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	09DH	\$0.80
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	06AH	\$0.54
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	06DH	\$0.64
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	06AH	\$0.54
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	06DH	\$0.64
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	09AH	\$0.62
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	09DH	\$0.80
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	09AH	\$0.62
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	09DG	\$0.80
High-Visibility, vest Type R, Class 2	Direct purchase only	NA	\$0.00
High-Visibility, vest Type R, Class 3	Direct purchase only	NA	\$0.00
High-Visibility, vest Type P, Class 2	Direct purchase only	NA	\$0.00
High-Visibility, vest Type P, Class 3	Direct purchase only	NA	\$0.00
Embroidery	UniFirst	NA	
Imprinting	NA	NA	\$0.00
Patches	UniFirst	NA	\$1.50
Additional cost for extended sizing (3XL and up)	NA	NA	\$0.00
Dri-Fit Shirt - Men's	UniFirst	04MM	\$0.16
Dri-Fit Shirt - Ladies	UniFirst	05MM	\$0.18

\$20.74

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

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22-P-03MC

**UniFirst Corporation
Purchase Price Sheet, 22-P-03MC**

Description	Manufacturer	Stock Number	Purchase Price
Shirt -Men's Short Sleeve 65 Polyester/35 Cotton	UniFirst	202	\$10.38
Shirt- Men's Long Sleeve 65 polyester/35 Cotton	UniFirst	102	\$12.18
Shirt- Men 100 Cotton	UniFirst	101	\$16.74
Trouser-Men's 65 Polyester/35 Cotton	UniFirst	1002	\$17.12
Trouser- Men's 100 Cotton	UniFirst	1001	\$20.74
Cargo Pant -Men's 65% polyester/35% Cotton	UniFirst	10AI	\$21.88
Slacks, Ladies 65 Polyester/35 Cotton	UniFirst	1167	\$16.66
Slacks, Ladies 100 Cotton	UniFirst	1001	\$20.74
Shorts- Unisex 65 Polyester/35 Cotton	UniFirst	1034	\$13.38
Shorts -Unisex 100 Cotton	Dickies	12BU	\$23.60
Shorts-flat front 65 polyester/35 Cotton	UniFirst	1034	\$13.38
Blouse-ladies 65 Polyester/ 35 cotton	UniFirst	436	\$11.33
Blouse-ladies 100 cotton	UniFirst	11UN	\$20.30
Smocks 65 Polyester/ 35 Cotton	Workwear Outfitters (Formerly Red Kap)	4520	\$15.33
Smocks 100 Cotton	Workwear Outfitters (Formerly Red Kap)	4520	\$15.33
Coverall long sleeve, unlined 65 Polyester/35 Cotton Flame Resistant	UniFirst	3002	\$26.67
Coverall long sleeve, unlined 100 Cotton Flame Resistant	UniFirst	30FR	\$76.15
Knit "polo" short sleeve w/pocket 65 polyester/35 Cotton	Tri-Mountain	04DG	\$14.04
Knit "polo" short sleeve with pocket 100 Cotton	Tri-Mountain	04DG	\$14.04
Knit "polo" short sleeve with pocket 100 Cotton	Tri-Mountain	04DG	\$14.04
Jackets, unisex shell 100% nylon lined. 65 Polyester /35 Cotton	UniFirst	1506	\$31.23
Jackets, unisex , shell 100% nylon lined ,100% Cotton	Berne	18BW	\$47.75
Jackets, unisex, unlined, 65 Polyester /35 Cotton	UniFirst	1507	\$26.78
Jackets, unisex, unlined, 100% Cotton	NA	NA	
Coats	UniFirst	1527	\$33.48
Sweatshirts	Workwear Outfitters (Formerly Red Kap)	08WD	\$55.15
Aprons, denim	Universal Overall Company	7006	\$10.90
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	06AH	\$39.88

Page 1 of 2

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

UniFirst Corporation

Purchase Price Sheet, 22-P-03MC

High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	06DH	\$47.85
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	06AH	\$39.88
High-Visibility, T-shirt - Men's long sleeve, 65 polyester/35 cotton	UniFirst	087B	\$12.37
High-Visibility, shirt - Men's short sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	06DH	\$47.85
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	09AH	\$46.40
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	09DH	\$59.95
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	09AH	\$46.40
High-Visibility, Shirt - Men's long sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	09DH	\$59.95
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	06AH	\$39.88
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	06DH	\$47.85
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	06AH	\$39.88
High-Visibility, Blouse - Ladies short sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	06DH	\$47.85
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type R, Class 2	UniFirst	09AH	\$46.40
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type R, Class 3	UniFirst	09DH	\$59.95
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type P, Class 2	UniFirst	09AH	\$46.40
High-Visibility, Blouse - Ladies long sleeve, 65 polyester/35 cotton Type P, Class 3	UniFirst	09DH	\$59.95
High-Visibility, vest Type R, Class 2	UniFirst	1660	\$5.75
High-Visibility, vest Type R, Class 3	UniFirst	1661	\$12.00
High-Visibility, vest Type P, Class 2	UniFirst	1660	\$5.75
High-Visibility, vest Type P, Class 3	UniFirst	1661	\$12.00
Embroidery	UniFirst	NA	
Imprinting	NA	NA	
Patches	UniFirst	NA	\$1.50
Additional cost for extended sizing (3XL and up)	NA	NA	\$0.00
Dri-Fit Shirt (Men's)	UniFirst	04MM	\$14.06
Dri-Fit Shirt (Ladies)	UniFirst	05MM	\$14.75

\$1,453.82

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

UniFirst Corporation
% Discount Price Sheet

Description	Percent (%) Discount
Percent (%) discount on additional items not listed	10%

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC



Submitted by: Kate Walker

Date: June 22nd, 2022



Table of Contents

- 3 Operational Excellence
- 4 Uniform-Focused Company
- 5 Unique Advantages
- 7 National Customer Base
- 9 Major Account Management
- 10 Seamless Transition
- 12 Incentives and Pricing

MAJOR ACCOUNT PROGRAM MANAGEMENT

Proactive, comprehensive program management that includes a single point of contact as your trusted advisor.

CUSTOMER SATISFACTION

Ongoing surveys show **99%** of all UniFirst customers are satisfied with their service

PROPRIETARY TECHNOLOGY



Exclusive systems benefit our processes and customer services.

OUR FAMILY CULTURE

extends to the care and service we provide our customers.

INDUSTRY LEADING GLASSDOOR RATINGS

mean you can expect improved customer service levels.

Regular garment inspections mean **AUTOMATIC** garment repairs and replacements (before you have to ask).



FREE PROFESSIONAL PRESSING

We press all work shirts and lab coats at no extra charge



ISO 9001 FACILITIES

ISO Certified means consistently high quality service and products.

TRIPLE-PRO SERVICE TEAM

The three people assigned to each account keep it running smoothly.



RSR



MSM



CSR



Operational Excellence

National profile with more than 80 years of expertise.



Serving 300,000-plus Business Sites Throughout the U.S. and Canada

At UniFirst, we're proud to partner with some of the world's best-known brands. But we're equally proud of the many thousands of mid- and small-sized companies – from virtually every industry category – that help to make up the UniFirst customer base. And no matter the size, national or local, every account receives our unmatched program management, customer commitment, and service expertise.



14,000 Employee Team Partners

We believe that by empowering our Team Partners at all levels to solve customer issues, we better satisfy customer needs, foster our valued *family culture*, and create an atmosphere of employee contentment and pride. Empowering our staff leads to enhanced customer service levels and overall success.



Barron's 100 Most Sustainable Companies

UniFirst Named to Barron's "100 Most Sustainable U.S. Companies" List

We continue to focus on all facets of our corporate social responsibility (CSR) strategy: workplace culture, transparent and ethical business behavior, safety initiatives, citizenship efforts, and of course, sustainability. As such, our company has been recognized for our CSR efforts aimed at benefitting the world around us and its citizens.

UniFirst



Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Uniform-Focused Company

Maintains strong financial position year in and year out (financial data as of Sept. 2020).



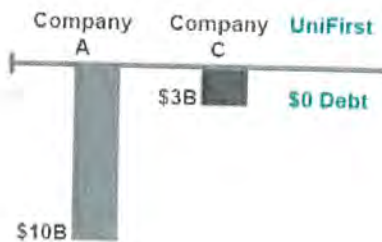
Uniform Core Competency

UniFirst customers benefit from managed uniform programs delivered by bona fide uniform service experts. We focus everything we do on what we do best... providing consistent excellence in uniform products and services... and not diluting our offer with excessive diversification.



Annual Revenue Growth Since 1936

We're proud to report that our company has achieved consistent growth virtually every year since our founding in 1936 – even during recessions. That's a true testament to being a well-managed, customer-focused organization.



Industry's Best Balance Sheet with "Zero Debt"

With well over \$400 million on hand and essentially "zero debt," UniFirst is better positioned than the competition to continually invest in our people, our infrastructure, our technologies, and our services in order to consistently deliver the most beneficial uniform service programs available.



Unique Advantages

Vertically-integrated North American supply chain.



260 North American Company Locations

UniFirst service centers are strategically located from coast to coast. This allows for efficient delivery of our managed uniform and facility service programs, no matter how many customer sites are participating or where they may be operating across the United States or Canada.

State-of-the-Art Centralized Distribution Center

Strategic location and ground-up design that includes Perfect Pick® robotics, allow for "centralized hub" deliveries faster than the competition.

Six Vertically-Integrated Manufacturing Plants

Self-made, proprietary work clothing, emblems, and floor mats are of the highest quality, designed with customer preferences in mind. Custom products also available.

Unique Advantages (cont.)

ISO- and Hygienically Clean-Certified Processing Plants.



Latest-Generation Processing and Automation

UniFirst is committed to continuous investments in our customer-servicing infrastructure and capabilities. We're proud to operate the industry's most technologically advanced processing plants and automation.



Systematic Approach for Consistent High-Quality Products and Services

We're the only industry provider to ISO 9001 certify our customer servicing/processing plants, manufacturing facilities, and distribution center.



TRSA Hygienically Clean Food Safety (HCFS) Plant Certifications

Third-party validation of our effective UniSafe[®] service and Product Protection Process (PPP) for HACCP/GFSI-conscious food-related businesses



National Customer Base

Proud to service the world's most recognized brands.



Broad national customer base with geographic and end market diversification

We conceive, develop, and implement customized, high-value national account service programs that satisfy a range of unique customer requirements better than our competition and better than alternative, decentralized supplier programs. We use a structured business process to differentiate ourselves and deliver superior long-term value (Total Cost of Ownership, or TCO).

National Customer Base

Preferred supplier partnerships ensure member access to our programs.



The choice when it comes to national service program supplier options

We partner with a range of nationally- and internationally recognized companies to offer individual operations a value-based choice when it comes to managed service program providers. We help define all program requirements with corporate HQ, negotiate competitive rates for all participating sites, offer new account incentives, and manage all local service programs to help ensure nationwide employee image consistency and confirm all terms of the agreement are consistently being met.

Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Major Account Management

Team of service professionals ensures consistency from coast to coast.



Major Account Management

Your dedicated Major Account Executive's primary responsibility is ensuring your complete satisfaction. Primary functions include easy- accessibility and reliable, two-way communications to ensure program and contract compliance, as well as issue resolution, contact management, and any custom reporting.



Billing Options

At UniFirst, we maintain flexibility and agility to streamline all invoice processing and payments. Custom billing options include EDI and third-party system options, consolidated monthly invoicing, monthly statements by site, and local billing.



Administrative Tools

Your Major Account Executive will help ensure that your multi-site program remains on budget and meets all defined objectives. In support of these efforts, UniFirst provides a range of administrative tool options that include custom reporting capabilities through a personalized customer portal that allows for full account visibility, spend controls, and more.

UniFirst

9

UniFirst Partnership Proposal



Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Seamless Transition

Recurring meetings keep you informed throughout transition process.



Garments and Personalization

We'll work with you to help you determine all the proper uniform merchandise for your major account program, as well as design high-definition company emblems (or direct embroidery) and wearer name personalization.



Contract Signed

Once we sign a UniFirst Major Account Agreement with terms that best fit your needs, all required garments for all your sites will be forecasted to plan for implementation deliveries.



Locations, Pricing, and Terms Loaded

We'll upload all your contract pricing and terms into UniFirst's national systems to ensure all our locations provide service excellence while adhering to all agreed-upon details.

Continued on next page

UniFirst

10

UniFirst Partnership Proposal



Seamless Transition (cont.)

Reoccurring meetings keep you informed throughout transition process.



Site Visits and "Try for Sizes"

Our UniFirst staff will provide customer and facility needs assessments at each of your participating customer sites, then schedule individual garment sizing sessions for every employee scheduled to be in the uniform program.



Uniform Garments Ordered

Our team will upload all customer employee sizing data into our advanced ordering system, then all required garments are picked, prepped, packed, and shipped for installation.



Customer Sites Transitioned

Once all employee garment orders are received at our local UniFirst facilities, each of your customer locations will be contacted to schedule the transition of service and uniforms over to your new program



Overall Qualifications

UniFirst Profile

From its modest beginnings in an eight-stall garage in Boston in 1936, UniFirst Corporation has become an industry leader and remains one of the fastest growing companies in the \$19 billion Uniform and Textile Services business.

The Company, whose stock is traded on the New York Stock Exchange (Symbol: UNF), currently services over 300,000 customer locations in the United States, Canada and Europe from over 260 locations, puts nearly 2 million wearers in work apparel each business day and employs more than 14,000-plus team partners. Its business is the Rental, Lease and Sale of work clothing, uniforms, protective apparel, career-wear, and facility services products to businesses in virtually all industrial categories.

With Corporate headquarters in Wilmington, MA, a suburb of Boston, UniFirst services 98 of the top 100 metropolitan markets in the United States. The Company's commitment is to provide top-quality service to businesses in a broad range of industries that require superior work clothing, career apparel programs, and other managed services. The major portion of the Company's business is Rental Service Programs, which provide customers with all the necessary products plus weekly cleaning, maintenance, and any needed replacements for an affordable weekly fee.

UniFirst's financial strength is due, in part, to growth opportunities it has identified in areas beyond conventional Rental Service operations (\$1.809 billion in total revenues for fiscal 2019). In 1959, for example, the Company became the first private industrial launderer to be granted a government license to process nuclear-contaminated garments. Since then, the Company has developed a separate division, UniTech Services Group, which now includes specialized plants throughout the United States and in Europe. UniFirst is the Nation's leader in cleaning and decontaminating the garments worn by workers who maintain and refuel nuclear power and nuclear processing equipment. Other specialized divisions of UniFirst serving North America's diverse needs include UniClean-Cleanroom Garment Services and Green Guard-First Aid and Safety Services.

A separate operating unit, UniFirst Canada Ltd. manages all the Canadian Direct Sale programs for Canadian customers from their Head Office and main Distribution Centre located in Mississauga, Ontario. Rental laundry facilities are located across Canada in Montreal, Quebec City, Drummondville, Toronto, London, Ottawa, Scarborough, Fredericton, Lethbridge, Calgary, Edmonton, Reed Deer, Grand Prairie, Saskatoon, Regina, Taber, Medicine Hat, Vancouver and Kelowna. **More than 85% of Canada's population can be served from these facilities.**

UniFirst also maintains a state-of-the-art distribution center in Owensboro, Kentucky and three garment manufacturing facilities located in Mexico and one plant located in Nicaragua, all ISO 9001:2015 Certified. In-house manufacturing, producing millions of garments annually, provides a unique level of vertical integration that not only lowers the cost of uniforms the Company offers through its uniform programs, but also permits the creation of custom-designed garments for image-conscious companies. The latter often affords UniFirst a distinct competitive advantage.

Three companies, including UniFirst, account for over 81 percent of the volume in the Garment Rental Industry, which has been growing at about twice the rate of the gross national product. This trend and the long-term stability of the industry are both expected to be maintained regardless of overall economic conditions. For its part, UniFirst expects to remain among the industry leaders both by expansion within existing markets and by entry into new geographic areas.

The Uniform Services Industry's future is bright. Workers across a broad spectrum of businesses wear uniforms and opportunities abound, not only in occupations where uniform function traditionally has been the prime requirement, but also in those where image and identity offered by specializing work clothing are of primary appeal.



Overall Qualifications

The UniFirst Difference

First is **Customer Commitment**. UniFirst is dedicated to excellence in service and total customer satisfaction. For 86 years we've known the importance of excellent customer service and we've dedicated ourselves to achieving it. Now in our ninth decade of service we continue working toward perfecting the process.

UniFirst's overall Customer retention rate for the past 3 years is over 97%. Over the past 10 years our annual percentage of controllable lost accounts has remained under 5% and our contract renewal rate has actually increased year-to-year. With industry averages approaching 90%, we believe we are setting the pace for business retention in the industry. Our "Customers for Life" programs and overall business philosophy is a key differentiation between UniFirst and its competitors.

Our corporate mission is to be recognized as the leading provider of quality uniform products and services for business. Our careful focus on serving each customer's special needs and providing total satisfaction enables us to grow, to provide an equitable return on investment, and to create opportunities for our team partners.

We are committed to conducting our business in a fair, honest, and responsible manner in accordance with all environmental and government regulations and with the highest standards of business ethics.

With a core business dedicated to the rental, lease, and sale of work clothing, uniforms, and career wear to business, we recognize that our continued success depends on the skill, creativity and initiative of all our team partners. That is why we are constantly seeking bright, talented, self-motivated individuals to help us extend our record of success in the 21st century.

A second difference that UniFirst offers can be looked at as a basic philosophy of doing business. This basic philosophy is summed up with three main thoughts: honesty, mutual trust and respect, and results for today and tomorrow. While these thoughts may seem sentimental and overused, they form the foundation for how we approach day-to-day business at UniFirst.

You will not hear UniFirst over commit just to win your business. We will honestly tell you what we can and what we cannot do. We feel that this is the only way to earn your business.

UniFirst feels that a relationship built on mutual trust and respect will allow both parties to accomplish their necessary objectives. No one wins if one party to an agreement loses. Because all of our business partnerships begin with an honest commitment to what we can and cannot do, trust and respect naturally develop between UniFirst and our customers.

While the program that we put in place addresses today's objectives we must constantly be looking to solving tomorrow's challenges. That means finding new technology, new products and services but most of all it means having a relationship that fosters commitment to meet tomorrow's requirements. UniFirst is committed to making this a long-term relationship. We want to be business partners for a long time.



Overall Qualifications

UniFirst Uniform Programs

Committing to a corporate clothing program is a pretty big decision. You'll be entering into a business partnership with a supplier who you want to be around for a while. So, you need to be comfortable that the relationship will work before you seal the deal. You need to know that all the key resources to make your program successful are there for you to tap into any time you want. They're exactly the kinds of resources the UniFirst Major Accounts Team brings to the table:

*** Fast, accurate delivery** -- UniFirst has invested over \$35 million in a state-of-the-art distribution center in Owensboro, Kentucky, designed from the ground-up to support high-volume Major Account service requirements. In-stock product can be picked, routed, inspected, packed and shipped in less than 72 hours... whether it's one-piece or hundreds. Items that need to be personalized, will ship within 5-7 days. That means your users get the items they need quickly and completely, anywhere in the US or Canada.

*** Skilled employees** -- Our 14,000-plus Team Partners are steeped in a culture that's totally dedicated to customer satisfaction and "doing it right the first time." All receive additional annual training to improve job skills and add cross-functional experience that pays off for customers.

ISO Certification

UniFirst Corporation is ISO 9001 certified which demonstrates our systematic approach to consistent quality management. This includes strict internal quality standards, superior customer service practices, well documented procedures, reliable management systems, accurate order processing, timely deliveries, and continuous improvement. UniFirst locations are individually ISO-certified. Included are distribution, manufacturing, cleanroom, and nuclear laundry facilities, as well as our industrial laundry processing plants.

Garment Inspection and Repairs

UniFirst's exclusive mend system provides for a comprehensive, 10-point inspection of every garment every time it is processed. This system is backed-up by our wearer communication system which provides a continuous supply of service request tags at your place of business so that any special needs can also be flagged by wearers to ensure that they get our immediate attention. Our service systems ensure a consistent, professional image.

Repairs to individual garments are made so as to ensure the return of the repaired item with the Customer's next weekly delivery. In other words, a damaged garment picked-up on Tuesday, will be repaired and returned the following Tuesday.

Product Quality Control

UniFirst sells and rents the highest quality products at competitive prices. UniFirst Corporation's three apparel manufacturing facilities located in Mexico and one located Nicaragua have been awarded ISO 9001:2015 Certification, which validates the fact that UniFirst has continuous improvement processes in place "to ensure that we consistently meet or exceed all of our customer's expectations."



Overall Qualifications

Reporting

Our access to detailed reporting helps us to provide information on program compliance and dollars spent by product category. In addition, we work with you to develop an understanding of what information you deem important and how you wish that information to be formatted on your report(s). This includes but is not limited to invoice detail and usage summaries, loss/damage reports, invoicing summaries, and investment management reports.

Customer Service

UniFirst Corporation provides every customer a Triple Pro Service Team that's dedicated solely to your account. The team consists of three service professionals whose primary mission is to ensure you consistently receive the work uniforms and related delivery services you require. There's a dependable Route Service Representative who'll keep your program running smoothly day in and day out, a Service Manager whose primary responsibility is to see that you're getting everything you need when you need it, and a helpful local Customer Service Representative who's always ready to provide immediate assistance. Through the efforts of this hard-working team, we guarantee 24-hour response to any problem, question, or request.

We don't take this team's duties lightly, as we require each of its members to complete a customer-focused Service Certification Program (SCP) beforehand; furthermore, team member rewards are linked directly to your ongoing and total satisfaction.

Qualifications/tenure of employees working on the Volusia County contract if awarded:

Kate Walker, Major Account Consultant for Florida

- 12 years tenure

Christopher Cottle, Location Manager of Daytona Office

- 16 years tenure

Zach Kizelewicz, District Service Manager at Daytona Office

- 12 years tenure

Route Service Representatives at Daytona Office

- 18 years average tenure



Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Incentives and Pricing

U.S. Rental Program – Product and Pricing

U.S. Rental Garment Pricing

	U.S. Contract Item - Description	UniFirst Item #	Weekly Rental Rate Per Unit	Lost / Damage Charge
1.	Long Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0102	\$0.18	\$13.70
2.	Short Sleeve Work Shirt, 4.75 oz. 65/35 Poly/Cotton Blend.	0202	\$0.16	\$11.68
3.	Long Sleeve Shirt, 6 oz. 100% Cotton.	0101	\$0.25	\$18.82
4.	Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	04MM	\$0.16	\$16.59
5.	Women's Polo Pocketless 3.8 oz Sport-Wick Moisture Management Polyester Tricot.	05MM	\$0.18	\$15.81
6.	Polo 60/40 Cotton/Poly Pique w/Pockets	04DG	\$0.22	\$13.10
7.	Women's Short Sleeve Work Shirt, 4.25 oz. 65/35 Poly/Cotton Blend.	0436	\$0.18	\$12.57
8.	Hi-Vis Short Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	06AH	\$0.54	\$44.84
9.	Hi-Vis Long Sleeve Shirt, 5.5 oz 65/35 Poly/Cotton Fluorescent Lime-Yellow with 1 1/2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09AH	\$0.62	\$52.18
10.	Hi-Vis Short Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back and Sleeves.	06DH	\$0.64	\$53.80
11.	Hi-Vis Long Sleeve Shirt, 65/35 Poly/Cotton Fluorescent Lime-Yellow with 2" 3M Scotchlite Reflective Striping on Front, Back, and Sleeves.	09DH	\$0.80	\$67.42
12.	Long Sleeve T-Shirt Pocketless Moisture Management 100% Spun Poly.	087B	\$0.18	\$11.87
13.	Flat Front Pant, 7.75 oz. 65/35 Poly/Cotton Blend.	1002	\$0.24	\$19.25
14.	Flat Front Pant, 8.25 oz. 100% Cotton.	1001	\$0.30	\$23.32
15.	Cargo Pant, 8 oz. 65/35 Poly/Cotton Blend.	10AI	\$0.30	\$24.60
16.	Women's Flat Front Flexwaist Pant, 7.5 oz. 65/35 Poly/Cotton Blend.	1167	\$0.24	\$18.74
17.	Flat Front Short, 7.5 oz. 65/35 Poly/Cotton Blend.	1034	\$0.20	\$15.05
18.	Dickies Carpenter Shorts, 100% Cotton Denim.	12BU	\$0.27	\$20.80
19.	Women's Flat Front Pant w/Side Elastic Waist, 100% Cotton.	11UN	\$0.34	\$18.94
20.	Coverall, 65/35 Poly/Cotton.	3002	\$0.38	\$24.90
21.	Coverall, Armorex 9 oz UltraSoft HRC-2, ATPV-12.4	30FR	\$0.68	\$85.64
22.	Women's Short Sleeve Smock 2 Lower Pockets 5 oz. 80/20 Poly/Cotton Blend.	4520	\$0.21	\$16.77
23.	Permalined Jacket, 7.5 oz 65/35 Poly/Cotton Blend.	1506	\$0.44	\$35.12
24.	Leather Jacket, 65/35 Poly/Cotton Blend. (opt. zip-in zip-out liner 1721).	1507	\$0.38	\$30.12
25.	Sweatshirt Hooded, 9.3 oz. 100% Polyester Fleece, Zip-up, Wind and Water Resistant.	08WD	\$0.68	\$50.19
26.	Duck Jacket, 12 oz. 100% Washed Cotton.	18BW	\$0.68	\$53.67
27.	Permalined Hip Jacket, 65/35 Poly/Cotton Blend.	1527	\$0.46	\$37.64



UniFirst Partnership Proposal



Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Incentives and Pricing

U.S. Rental Program – Product and Pricing

1. Garment Preparation Charge: A one-time charge applicable to each Garment, no matter its size, at the time each such item is placed into service.

US - \$0.75

This charge is waived for the initial installation of service at each Location.

2. Emblems, embroidered, provided and affixed by Company, in standard Company sizes and colors. Emblem fees waived for the initial installation of service at each Location.

Employee Name Emblems 3-3/8" x 1-3/8"

US - \$0.45

***Non-Standard Customer Identity (graphic) 4" x 2"

US - \$1.50

Direct Embroidery Personalization Charges

Embroidery fees **NOT** waived for the initial installation of service at each location.

Employee First Name

US - \$2.50

Customer Logo (up to 4,999 stitches)

US - \$3.55

Customer Logo (5,000-9,999 stitches)

US - \$5.35

UniFirst

UniFirst Partnership Proposal



Incentives and Pricing

U.S. Rental Program – Notes

1. The prices offered herein are contingent upon the subsequent execution of a Major Account Service Agreement containing terms and conditions that are acceptable to both parties. We also consider much of this information to be confidential, so please do not share this Proposal with individuals or groups outside of your corporation.
2. Please note that size exchanges and automatic garment replacement due to normal wear and tear are included in your weekly rental rates.
3. *** Indicates an Item of "Non-Standard Merchandise" hereby expressly made subject to the buy-back provisions in the Agreement. The application of direct embroidery, silkscreen, custom size emblems or non-standard placement of emblems to any Contract Item, or the application of emblems to the sleeve of any Contract Item, automatically classifies that item as a "Non-Standard Merchandise" item subject to the buy-back provisions specified in the Agreement.
4. All employees shall have the option of selecting either long or short sleeve shirts, or any combination thereof, if offered by item manufacturer, at the time of installation of Services at each Location, as thereafter only when garments are being ordered.
5. In certain instances, Auto Replacement Charges ("ARC") may apply but any such charge is intended to cover ongoing replacements of lost items to maintain agreed upon inventory levels. Replacement items will be added to returned inventory to compensate for the possible misplacement of such items. It being understood, however, the ARC is only an estimate and that accordingly additional charges or credits (as the case may be) will be affected (as necessary), upon agreement of the parties acting in good faith, following a review of actual losses.
6. All Merchandise items and their associated service charges are based, unless otherwise noted, on standard Company sizes and colors.
7. The weekly rental rates listed above are quoted in individual units. The weekly rental charges associated with the utilization of each such item will be flat rated and invoiced based upon the "Billed Quantity" indicated on the service invoice, whether or not such quantity is actually delivered in a given week.
8. 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 wearers 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 ANSI / ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.



Exhibit B - Pricing

UniFirst Corporation

22-P-03MC

Thank you.

UniFirst, with our 260 service facilities and 14,000 employee Team Partners located throughout North America, looks forward to partnering with you for many years to come.

UniFirst.com // 800.225.3364

UniFirst
UNIFORMS SERVICES SOLUTIONS

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-P-03MC

1. **Required Types of Insurance**

The Contractor shall purchase and maintain at its own expense, during the term of the Agreement, the types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County are detailed in *Figure 1* below. *Figure 1* is a listing and general summary of insurance policies required and is not intended to be comprehensive as to the requirements of each specific policy. Contractors shall review the additional requirements in this Exhibit C and ensure that the insurance policies comply with the specific terms and conditions therein.

Figure 1:

TYPE OF INSURANCE	
WORKERS COMPENSATION <input checked="" type="checkbox"/> Waiver of Subrogation	Florida Statutory Coverage
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Occurrence Basis <input checked="" type="checkbox"/> Blanket Contractual Liability <input checked="" type="checkbox"/> Waiver of Subrogation <input checked="" type="checkbox"/> County Additional Insured <input checked="" type="checkbox"/> Independent Contractors	EACH OCCURRENCE \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000
	Premises-Operations \$ 1,000,000
	Products & Completed Ops \$ 1,000,000
	Personal & Adv Inj. \$ 1,000,000
	Fire Damage \$
AUTO LIABILITY <input checked="" type="checkbox"/> Any Auto	Combined Single Limit \$ 500,000
	Bodily Injury (Per person) \$
	Bodily Injury (Per accident) \$
	Property Damage (Per Accident) \$
<i>Note: If contractor does not have "Coverage Symbol 1: Any Auto", contractor is limited to use of covered autos only.</i>	
CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:	
Certificate Holder: County of Volusia Purchasing & Contracts Division 123 W. Indiana Avenue, Room 302 DeLand, FL 32720 ATTN: <u>Meaghan Chestnut</u>	Risk Management Division _____

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-P-03MC

- A. For the purposes of indemnification of the County or an endorsement or insurance coverage under this Agreement/Contract under which the County is a "named insured", "additional named insured", or "additional insured", the term "County" includes the County of Volusia (a body corporate and politic and a subdivision of the State of Florida), including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status.
- B. Subcontractors and Independent Contractors. All subcontractors & independent contractors utilized by Contractor to provide services to County and its employees under this Agreement/Contract shall be required to maintain all insurance policies with the same terms, conditions, and requirements required of the Contractor in Figure 1 above and described below in this Exhibit.
- C. Claims Made Basis Insurance Policies. All insurance policies written on a Claims Made Form shall maintain a retroactive date prior to or equal to the effective date of the Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event the policy is canceled, not renewed, switched to occurrence form, or any other event which requires the purchase of a SERP to cover a gap in insurance for claims which may arise under or related to the Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require the carrier immediately inform the Contractor, the County Risk Manager, and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under the Agreement.
- D. Risk Retention Groups and Pools. Contractor shall not obtain an insurance policy required under this Agreement from a Risk Retention Group or Pool.
- E. Minimum Required Policies and Limits. Minimum underlying policies, coverages, and limits shall include all policies listed in *Figure 1*.
- F. Additional Insured, Policies, Coverages, Limits, Primary and Non-Contributory Basis. Under all insurance policies where the County is required to be an additional insured, the coverage and limits provided to the County under Contractor's insurance policies shall be that listed in *Figure 1* or the Contractor's actual limits, whichever is higher. All coverage provided to the County as an additional insured by said policies shall be primary and shall not be additional to or contributing with any other insurance carried by or for the benefit of the County with any other insurance available to the County but only with respect to Contractor indemnity obligations. The Contractor shall utilize ISO Form CG 20 38 04 13 and CG 20 37 04 13 or equivalent to provide additional insured status to the County and any party to whom the County is contractually bound to provide additional insured status under a commercial general liability policy.
- G. If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property

Exhibit C, Insurance Requirements, 22-P-03MC.docx

2 of 6

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-P-03MC

damage for losses that arise from the facility that is accepting the waste under the Agreement.

- H. Workers' Compensation. Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under the Agreement or that is in any way connected with work or services performed under the Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory. Policy shall include a waiver of subrogation in favor of the County. If Contractor is using a "leased employee" or an employee obtained through a professional employer organization ("PEO"), Contractor is required to have such employees covered by worker's compensation insurance in accordance with Florida Worker's Compensation law and the insurance carrier of the PEO execute a waiver of subrogation in favor of the County, its employees and insurers.
- i. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under the Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).
- i. Commercial General Liability Insurance. The Contractor shall acquire and maintain Commercial General Liability insurance, with limits of not less than the amounts shown in the Required Types and Limits of Insurance Chart. Contractor shall not obtain an insurance policy wherein the policy limits are reduced by defense and claim expenses. Such insurance shall be issued on an occurrence basis and include coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations including what is commonly known as groups A, B, and C. Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under the Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend and hold harmless the County as provided in the Agreement. The commercial general liability policy shall provide coverage to County when it is required to be named as an additional insured either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability which would be covered by the

Exhibit C, Insurance Requirements, 22-P-03MC.docx

3 of 6

EXHIBIT C
INSURANCE
REQUIREMENTS

22-P-03MC

latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of County in Contractor's Care, Custody or Control or Property of County on which contracted operations are being performed, Explosion, Collapse or Underground hazards (XCU Coverage, Contractual Liability or Separation of Insureds. When County is added as additional insured by endorsement, ISO Endorsements CG 20 38 and CG 20 37 or their equivalent shall be used and shall provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. If County has agreed by separate contract to require Contractor to name another party as an additional insured, Contractor shall add said party as an additional insured to the commercial general liability policy by ISO Endorsement CG 20 38. Contractor shall require its subcontractors performing work under this Agreement to add the County and any other party that the County has agreed by separate contract to require Contractor to name as an additional insured to their Commercial General Liability policy as an additional insured by ISO Endorsement CG 20 38. All commercial general liability policies shall provide a waiver of subrogation in favor of the County and any other party required by this Agreement to be named as an additional insured but only with respect to Contractor's indemnity obligations.

- J. Motor Vehicle Liability. The Contractor shall secure and maintain during the term of the Agreement motor vehicle coverage in the split limit amounts of no less than the amounts shown in *Figure 1* per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto"**, **Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The County shall be an additional insured under this policy when required in *Figure 1*.
- K. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

2. Insurance Requirements

- A. General Insurance Requirements:
- i. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- and a Financial category size of VIII or greater in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
 - ii. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of the Agreement and for such longer periods of time as may be required under other clauses of the Agreement.

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-P-03MC

- iii. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the Agreement but only with respect to Contractor's indemnity obligations. The Contractor shall require similar waivers from all its Subcontractors. Contractor's insurance policies shall include a waiver of subrogation in favor of the County but only with respect to Contractor's indemnity obligations. This provision applies to all policies of insurance required under the Agreement (including Workers' Compensation, and general liability).
- iv. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under the Agreement.
- v. Cancellation Notices. During the term of the Agreement, Contractor shall be responsible for promptly advising and providing the County Risk Manager and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under the Agreement within two (2) business days of receipt of such notice or change.
- vi. Deductibles. Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with section detailing Questions, Exceptions, and Addenda, to be considered for this solicitation.

The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.
- vii. Contractor's obligations or services shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity or insurance defense of additional or named insureds which would otherwise exhaust or be unavailable as to a party or person described in this Agreement.

**EXHIBIT C
INSURANCE
REQUIREMENTS**

22-P-03MC

3. **Proof of Insurance**
- A. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.
 - B. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of the Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under the Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of all requested policies and any changes or amendments thereto, immediately, to the County, the County Risk Manager, and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. The Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of the Agreement proof of any insurance required hereunder is not provided to the County.
 - C. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of the Agreement until all required proof or evidence of insurance has been provided to the County. The Agreement may be terminated by the County, without penalty and expense, if proof of any insurance required hereunder is not provided to the County.
 - D. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of the Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate the Agreement but County has no obligation to renew any policies.
4. The provisions of this Exhibit C, shall survive the cancellation or termination of the Agreement.

Exhibit B

Master Agreement and Purchase Order Terms



Master Agreement NO. 700 70395 - 3
 TERM: 2022-08-22 to 2025-08-22

Page 1 of 2

Date Issued: 03/04/2024

Vendor contact: Name: GERARD Phone: 407-667-9300 E-mail:		County contact: Name: ARDEN FONTAINE Phone: 386-736-5965 E-mail: AFontaine@volusia.org	Bill To: County of Volusia AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Vendor Name: UNIFIRST CORPORATION 1101 N. KELLER ROAD SUITE C ORLANDO, FL 32810		Vendor No. 88051600020	Ship To: AS REQUIRED BY USING DEPARTMENT VOLUSIA COUNTY, FL 32720
Solicitation Number: 22-P-03MC Award Date: 2022-08-16 Award Authorization: COUNCIL		Purchasing Phone: SHANNON HALFHILL 386-822-5764 E-mail: shalfhill@volusia.org Ext: 15764 Payment Terms: Net 45 Days, FOB Dest, Freight allowed	
Document Description: Professional Uniform Services, Purchase			

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	20085	EA	Uniform Purchase - pricing, terms and conditions in accordance with 22-P-03MC.	0.000000

Pam Wilsky

Pam Wilsky, CPPO, CPPB
 Purchasing & Contracts Director

County of Volusia
 Sales Tax Exemption Number
 85-8012622393C-9

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A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.
 If vendor terms and conditions conflict with County of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

ADOPTION AND AMENDMENT OF THE VOLUSIA COUNTY CONTRACT WITH UNIFIRST CORPORATION FOR UNIFORM RENTAL (RFP 24-713A-1)

Purchase Order (PO) or Master Agreement (MA) Terms and Conditions

Providing any good or service constitutes acceptance of this entire PO or MA without exception. In the event this document is issued based on a solicitation or quote, the terms and conditions of the solicitation or quote prevail.

Acceptance. Products/Services purchased as result of this PO or MA may be tested for compliance with specifications. Items delivered not in conformance with the specifications may be rejected and returned at the Provider's expense. Those items and items not delivered by the delivery date specified in the accepted offer and/or PO or MA may be purchased on the open market.

Cancellation of Order. A request by either party to the PO to cancel the order at no cost.

Delivery. Title and risk of loss shall pass when items have been received, inspected, and accepted by County of Volusia ("County"). All associated shipping, insurance, and other related costs shall be borne by Provider.

Discontinued. Provider shall give County 30 (thirty) days advance notice of a discontinued item(s) so that County can purchase additional quantities of discontinued item(s). County must give written approval of replacement(s) if they exceed previous price or fail to meet quality, form, fit, or function of the discontinued item. Time is of the essence regarding Performance of Services and this PO or MA can be terminated by the County for convenience, non-appropriation of funds, or non-performance.

Disputes. If such dispute arises under this PO or MA and is not resolved informally by the parties within five (5) business days, the party bringing a claim ("Disputing Party") shall deliver to the first level representative of the other party a written statement ("Dispute Notice") describing the dispute. If the respective representatives cannot resolve the dispute within ten (10) days, the dispute shall be escalated through two higher levels of management. If the dispute has not been resolved within 25 (twenty-five) calendar days after delivery of the Disputing Party's notice, either party may give written notice to the other party declaring the resolution process terminated and pursue other legal recourse or initiate formal non-binding mediation before a single mediator, which shall be completed within 30 (thirty) days of initiation, in accordance with rules of practice and procedure adopted by the Supreme Court of Florida for court-ordered mediation, Rule 1.700, et seq., of the Florida Rules of Civil Procedure, and Chapter 44, Florida Statutes. If the dispute remains unresolved after conducting such mediation, then either party may proceed to finalize such termination remedies and commence litigation in a court of competent jurisdiction.

E-Verify. By providing any good or service to the County or accepting payment for same, Provider warrants and certifies it has registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees. Provider is subject to and agrees to abide by Sections 446.09 and 446.095, Fla. Stat. Provider shall not enter into a contract with a subcontractor without prior approval from the County; Provider will be required to comply with the provisions of Section 446.095 Fla. Stat.

Compliance with FEMA 2 CFR 200.318-326 and Appendix II Contract Provisions. This Agreement and the products/services provided may be utilized in the event of declared State/Federal Emergency and Contractors shall be prepared to comply with the requirements of the FEMA Super Circular CFR 200.318-326 and Appendix II Contract Provisions as amended. These documents can be found on the Internet at: <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-318>

Governing Law/Jurisdiction/Venue. This PO or MA shall be governed by the laws of the State of Florida and venue for any litigation arising from this PO or MA shall be in the County of Volusia, Florida, and any trial shall be non-jury. Provider shall comply with all applicable laws and regulations.

Insurance. For goods and services delivered or performed by Provider on County premises, Provider certifies it maintains comprehensive general liability insurance and auto insurance in the amounts identified in the solicitation and/or contract and any amendments thereto pertaining to this PO or MA, or from an A.M. Best "A-" or better rated insurance firm authorized by the State of Florida Insurance Commissioner. The County reserves the right to require the "County of Volusia" be named as additional insured for projects when deemed necessary. For services performed off County premises and goods delivered by third party carriers, the Provider shall use such carriers that maintain such insurance coverage as set forth above.

Intellectual Property. Provider agrees to protect, defend, indemnify, and save the County, its agents, officials, including elected officials, and employees of the County harmless from and against any and all claims, demands, actions, and causes of action which may arise asserting that a copyright, trademark, trade secret, or patent ("Intellectual Property"), as provided under this PO or MA, infringes or misappropriates any third party's Intellectual Property. If Provider must pay a third party any license, royalty, or other such usage fee in order to deliver the item(s) under this PO or MA, such third party and usage fee must be specified in the Provider's offer to sell to the County.

Indemnification. The Contractor shall indemnify, defend and hold harmless the County and its employees, officers, elected and appointed officials, agents, attorneys, representatives, volunteers, divisions, departments, districts, authorities, and associated entities from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement to the extent that any such claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, anyone directly or indirectly employed by Contractor.

Modification & Assignment. County may unilaterally change, at no additional cost, the quantity and receiving point within the County for items not yet shipped. All other items must be mutually agreed upon in writing. County is not required to pay for defective items, back-orders, late deliveries, those quantities exceeding the PO or MA quantity, or items shipped at a higher price than stated on the PO or MA. Neither this PO or MA nor any interest herein shall be assigned, transferred, or encumbered by Provider except as authorized in writing by the County.

Notices. All notices given by one party to the other party under this PO or MA shall be delivered to the receiving party's address set forth on this PO either by hand, qualified courier, or e-mail and shall be deemed received the day after it is transmitted. For the County, it shall be addressed to the Purchasing and Contracts Department, 123 West Indiana Avenue, 3rd Floor, DeLand, Florida, 32720 or purchasing@volusia.org.

No Waiver. Except as expressly set forth herein, no failure or delay on the part of County in exercising any right, power, or remedy hereunder shall operate as or be deemed a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof, or the exercise of any other right, power, or remedy.

Order of Precedence. In the event of conflict between this PO or a Master Agreement (MA), the originating Volusia County contract and amendments thereto shall be controlling. This control shall pertain to all specifications and scopes of work included in the originating Volusia County contract and any amendments thereto.

Payment. Except for construction services, which shall be paid pursuant to the Florida Prompt Payment Act, County shall pay Provider within 45 (forty-five) days after receipt of an accurate and undisputed invoice, unless the County accepts a prompt payment discount from Provider and the goods or services are not defective. Invoice, packing slip, delivery receipt, order acknowledgement, and correspondence shall clearly indicate the PO or MA number. Any additional or different terms and conditions on Provider's documents shall be considered null and void. The County may deduct amounts it is due from Provider's payment or not pay disputed invoices until such dispute is resolved. Nothing in this PO or amounts owed by Provider to subcontractor for goods or services provided under this PO or MA.

Sovereign Immunity. The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of the Agreement, Master Agreement, and/or this Purchase Order to the contrary, nothing in any such documents shall be deemed as a waiver of immunity or the limitations of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the dollar amount set by the legislature for tort. Nothing in the Agreement, Master Agreement, or this Purchase Order shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

Taxes. County is exempt from Manufacturers' Federal Excise Tax (Exemption# 49-6000-885) and Florida sales tax (Exemption# 85-8012622393C-9). Certificates are available at www.volusia.org/purchasing. After accessing the foregoing website, select, "Doing Business with Volusia County" and "Consumer Certificate of Tax Exemption" from the available menu screens to see a copy of the certificates.

Termination for Convenience. The County may cancel the PO or MA in whole or part when it is in the best interest of the County with thirty (30) days notice.

UCC. In addition to any rights or remedies contained in this P.O., each party shall have rights, duties, and remedies available through the Uniform Commercial Code (UCC).

Warranty. Provider warrants that all Work or Services performed under this PO or MA shall be performed in a good and competent workmanlike manner to the satisfaction of the County, and materials shall be of good quality (unless otherwise stated on PO or MA), and free from defects and pursuant to specifications and requirements of the contract related to this PO or MA.

Volusia County Purchasing & Contracts Division (Rev 07-01-2023)