

**AGREEMENT RELATING TO UNIFORM RENTAL SERVICES (PD 17-18.064)**

**THIS AGREEMENT** is made and entered into by and between Escambia County, Florida, a political subdivision of the State of Florida, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County"), and Unifirst Corporation, a foreign for-profit corporation authorized to transact business in the State of Florida, FEI/EIN Number: 04-2103460, whose principal address is 68 Jonspin Road, Wilmington, MA 01887 (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, on July 9, 2018, the County issued an Invitation to Bidders (PD 17-18.064) seeking a contractor to provide uniform rental services for Escambia County personnel; and

**WHEREAS**, in response to the solicitation, Contractor submitted a bid demonstrating that the Contractor was the most responsive and responsible bidder proposing to provide such services; and

**WHEREAS**, the County desires to enter into an agreement with the Contractor for the provision of such service as set forth herein.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. **Recitals.** The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon the date last executed and continue for an initial term of three (3) years. Upon mutual agreement of the parties, the Agreement may be renewed for up to two (2) additional one year terms. The total duration of this agreement, including the exercise of all options to renew and extend, shall not exceed the duration of five (5) years.
3. **Scope.** Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders, Uniform Rental Services, Specification No. P.D. 17-18.064*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.
4. **Pricing.** County shall pay Contractor in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point(s) within Escambia County. In the event an audit indicates Contractor has not honored quoted prices and discounts, Contractor will be liable for any and all overage charges.
5. **Method of Payment/Billing.** Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court  
Attention: Accounts Payable

**221 Palafox Place  
Pensacola, FL 32502**

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

6. **Termination.** The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for supplies provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit.

7. **Indemnification.** The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

8. **Insurance.** The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;

(b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles; and

(c) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

It is understood and agreed by the parties that if the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VI", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies except Workers' Compensation. Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

9. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

10. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice will be made to each party as follows:

To: Unifirst Corporation  
Attention: Steve Sintros, President  
68 Jonspin Road  
Wilmington, MA 01887

To: Escambia County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, will be deemed to be receipt of the notice sent. Any party will have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue will be in the County of Escambia.

12. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed

except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Escambia County  
Office of the County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502  
(850) 595-4947**

13. **Entire Agreement.** This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

14. **Compliance with Laws.** Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, those dealing with taxation, worker's compensation, equal employment, and safety.

15. **Assignment.** This Agreement, or any interest herein, will not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

16. **Severability.** If any term or condition of this Agreement is invalid or unenforceable, the remainder of the terms and conditions of this Agreement will remain in full force and effect.

17. **Survival.** All provisions that, by their inherent character, sense, and context, are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

18. **Interpretation:** For the purpose of this Agreement, the singular includes the plural and the plural includes the singular. References to statutes or regulations will include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons will include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.

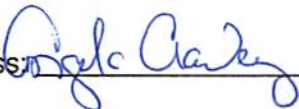
(b) This Agreement will not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

19. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement will be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

20. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

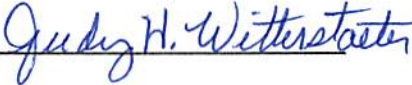
**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature:

**COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
ESCAMBIA COUNTY, FLORIDA**

Witness: 

By:   
Jack R. Brown, County Administrator

Date: 9/19/18

Witness: 

BCC Approved: 9/16/18

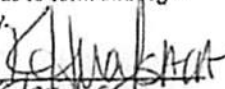
Attest:   
Corporate Secretary

**CONTRACTOR: UNIFIRST CORPORATION**  
By:   
Steve Sintros, President

Date: 9-5-18

[SEAL]

Approved as to form and legal sufficiency.

By/Title:   
Date: 8/27/18