

RESOLUTION 15-79

BE IT RESOLVED that the appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and UniFirst Corporation, relating to **uniform rental, delivery and laundering services**, at the unit prices set forth in the attached Agreement, in substantially the form attached and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 9th day of April, 2015.

CITY OF PANAMA CITY BEACH

By: 
Gayle F. Oberst, Mayor

ATTEST:



Holly White, City Clerk

To Smith, Deputy City Clerk

UNIFORM SERVICES AGREEMENT

THIS UNIFORM SERVICES AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation ("City") and UniFirst Corporation ("Contractor").

PREMISES

1. **SCOPE OF SERVICES.** Contractor will provide uniform rental, delivery and laundering services for approximately 88 City employees, as more particularly described in the work Specifications attached as Exhibit A.
If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.
2. **COMPENSATION.** As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Price Schedule attached as Exhibit B. The City shall pay to the Contractor as full consideration for the performance of the work required by this Agreement, at the unit prices contained in the Contractor's cost proposal (Exhibit []), upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).
 - a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.
 - b. The City reserves the right to purchase additional units of uniform, towel and/or miscellaneous rental services, subject to the availability of funds. If such option is exercised during the contract period, the Contractor's cost proposal in Exhibit [] which identifies a unit price per item of service for additional quantities are to remain firm.
3. **PAYMENT.** The "closure date" for work to be invoiced for payment shall be the [] of each calendar month. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

4. **TERM.** Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the day and year first above written for an initial term of three years, and the City shall have the unilateral option to extend the initial term for one, two year renewal period by written notice delivered to the Contractor before the expiration of the initial term.

5. **TERMINATION OF CONTRACT**

- A. **Termination for Convenience.** The City reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice. Upon such termination Contractor shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to Contractor. Contractor shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date. Termination or cancellation of the contract will not relieve the Contractor of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received). Termination or cancellation of the contract will not relieve the Contractor of any obligations or liabilities resulting from any acts committed by the Contractor prior to the termination of the contract. The Contractor may cancel the contract with ninety (90) days written notice to the City. Failure to provide proper notice may result in the Contractor being barred from future business with the City.

- B. **Termination for Cause.** The City may terminate this Agreement for default without giving the notice set forth in subsection A (above) if the Contractor does not deliver the product or service in accordance with the Contract delivery schedule, or if the Contractor fails to perform in the manner called for in the Contract or if the Contractor fails to comply with any other provision of the Contract on three or more separate and documented instances. Termination shall be effected by serving a written notice on the Contractor setting forth the manner in which the Contractor is in default. Unless within five (5) working days after the service of such notice such condition or violation shall cease or satisfactory arrangements for the correction thereof be made, the contract shall cease and terminate upon the expiration of said five (5) working days. In such case, Contractor shall not be entitled to receive any further payment until the work is finished.

1. If this Contract is terminated for default, the City, in addition to all other rights afforded by law for Contractor's breach of Contract, shall have the right to charge Contractor the amount by which the costs of obtaining the services from another source exceed the price specified herein, and the City may offset any such charge against any amounts which may otherwise become payable to Contractor under the Contract.

2. Upon such termination, Contractor will deliver to the City any articles of City property in its possession, for which the City shall make written request at or after termination. The City will pay Contractor for the actual amount due based on unit prices and the quantity of work completed, at the time of cancellation, less damages caused to the City by the acts of the Contractor causing the termination. Notwithstanding the City's right to terminate the Contract for delay in delivery of services, Contractor shall not be liable to the City for any damages thereof if Contractor's delay is due to causes beyond its control, and without its fault or negligence, provided Contractor immediately notifies the City of conditions causing the delay.

6. **COMPLIANCE WITH LAWS.** The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or 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, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.
7. **WARRANTY.** The Contractor agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.
8. **INSURANCE AND INDEMNIFICATION.**
 - a. Contractor shall at its expense maintain in force during the Term a comprehensive public liability coverage insuring Contractor against liability arising from Contractor's occupation, use or maintenance of the Site. Contractor's coverage shall be in the amount of not less than \$1,000,000 for property damage and bodily injury to or death of one person in any accident or occurrence and in the amount of not less than \$3,000,000 for property damage and bodily injury to or death of more than one person in any one accident or occurrence. All such insurance shall name the City, its officers, employees and agents as additional insured.
 - b. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
 - c. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies may waive any right of subrogation against the City.
 - d. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
 - e. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Paul Casto, 110 South Arnold Road, Panama City Beach, FL 32413.

f. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

g. If any third party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

h. Due to the nature of the services to be provided and the potential impact to the City for loss of rental lease of uniforms and work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub-consultants. There are no limitations to this liability.

7. ATTORNEY'S FEES. In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

8. TIME. Time is of the essence in this Agreement.

9. FORCE MAJEURE. The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

10. REMEDIES. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within four (4) hours of Contractor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

11. ASSIGNMENT. This Agreement is not assignable.

12. SEVERABILITY. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

13. MODIFICATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

14. WAIVER. Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City 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. NOTICES. Any notice required by this Agreement shall be directed to the parties as follows:

As to City:

Mario Gisbert, City Manager
mgisbert@pcbgov.com
110 S. Arnold Road, PCB, FL 32413
850-233-5100

As to Contractor: UniFirst Corporation
Contract Representative: Robert Hormilla
Title/Position: Branch Manager

Email address: _____

Mailing address: 17740 Ashley Drive, Suite 107, Panama City Beach, FL 32413

Phone: 850-233-8586 Cell: _____

16. ENTIRE AGREEMENT. This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

IN WITNESS WHEREOF, the Contractor has executed this Agreement as of the day and year first above written.

Signed in the presence of:

Contractor

Witness 1 (Print Name):

By:
Its: _____

Witness 2 (Print Name):

ATTEST:

**THE CITY OF PANAMA CITY BEACH,
FLORIDA,**
a municipal corporation

Holly White, City Clerk

By: _____
Mario Gisbert, City Manager

EXHIBIT A—SPECS

AWARD OF CONTRACT

The City's goal is to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded a contract for the following term: An initial three (3) year term with one two (2) year renewal period upon City's satisfaction, in its' sole discretion with the initial term of contract.

The City reserves the right to award the contract to the Contractor(s) that the City deems to offer the lowest responsive and responsible bid(s), as defined elsewhere in this solicitation. The City is therefore not bound to accept a bid on the basis of lowest price. In addition, the City Manager has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the City to do so. The City also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if it is deemed to be in the City's best interest.

UNIFORMS

UNIFORM RENTAL

Shall include weekly pickup and delivery of the same clothing laundered and pressed.

Each employee shall have a set of eleven (11) uniforms that include shirt, pants and/or shorts.

WORK SHIRTS -STANDARD

Available in both women's and men's sizes

Available in multiple choices including; Navy Blue, Khaki, Light Blue, Tan

Available in long sleeve and short sleeve w/pocket

Soil Release

Sizes: S-6XL

65% poly/35% cotton poplin; 3.6 oz.-4.25 oz.

100% Cotton twill; 6 oz.

MEN'S UNIFORM DRESS SHIRTS

Available in stripes and solid colors in blue, tan/khaki, light blue, light grey

Available in long sleeve and short sleeve w/pocket

Wrinkle & Stain Resistant

Soil Release Finish

Button down collar, Dress Shirt Style

Sizes: S-6XL

65% poly 35% cotton; 4 oz.

WOMEN'S UNIFORM DRESS SHIRTS

Available in stripes and solid colors in blue, tan/khaki, light blue, light grey

Available in long sleeve and short sleeve w/pocket

Wrinkle & Stain Resistant

Soil Release Finish

Button down collar, Dress Shirt Style

Sizes: 4-24

45% poly 55% cotton twill; 4.3 oz.

65% poly & 35% cotton poplin, 4.4 oz.

DENIM UNIFORM SHIRTS

Available in both women's and men's sizes

Available in short sleeve and long sleeve

Shatter resistant buttons,

Wrinkle resistant finish

Soil-release properties.

Sizes: S-6XL

100% Cotton; 6.5 oz.

PIQUE POLO SHIRT w/Embroidery

Available in both women's and men's sizes

Available in multiple colors

Soil release finish;

Ribbed neck, cuffs

With and without pocket

Double-needle stitching

Three button placket for easy on/off

Sizes: S-6XL

60% cotton /40% polyester pique; 6.5 oz.

And 100% cotton pique; 6.4 oz.

PLEATED AND FLAT FRONT WORK PANTS

Available in both women's and men's sizes

Available In Navy Blue, Khaki/Tan

Stain, wrinkle, shrink and fade-resistant

Soil release finish

Tough YKK zipper

Front and back pockets are reinforced to resist tearing

Men's Waist sizes 28-50

Women's sizes 4-24

65% poly/35% cotton twill; 7.75oz-8 oz.

BACK ELASTIC WAIST WORK PANTS FOR WOMEN

Women's sizes 4-24

Available In Navy Blue, Khaki/Tan

Stain, wrinkle, shrink and fade-resistant

Soil release finish

Tough YKK zipper

Pant seat hem with four-needle stitching

Front and back pockets are reinforced to resist tearing

Women's sizes 4-24
Inseam 9- 9.5"
65% poly/35% cotton; 7.75 -8 oz.

PLEATED WORK SHORTS FOR WOMEN

Available in Navy Blue, Khaki/Tan, Grey
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper
Pant seat hem with four-needle stitching
Front and back pockets are reinforced to resist tearing
Women's sizes 4-24
Inseam 9- 9.5"
65% poly/35% cotton; 7.75 -8 oz.

PLEATED AND FLAT FRONT WORK SHORTS

Available in Men's and Women's sizes
Stain, wrinkle, shrink and fade-resistant
Soil release finish
Tough YKK zipper, crack resistant buttons
Men's waist sizes 28-50
Women's sizes 4-24
Women's Inseam 9- 9.5"
Men's Inseam 10"
65% poly/35% cotton; 7.75 -8 oz.

DENIM WORK SHORTS

Available in Women's and Men's sizes
Prewashed Denim
Shrink and Fade Resistant
100% Cotton; 13.75 - 14 oz.
Men's waist sizes 28-50
Women's sizes 4-24
Men's inseam 10"
Women's inseam 8"

CARGO WORK SHORTS

Available in Women's and Men's sizes
Available in multiple colors, i.e. light blue, grey, khaki/tan, brown
Button closure and reinforced belt loops
Double-needle stitching around pocket openings
Soil-release finish
Relaxed fit
Wrinkle Resistant
Men's waist sizes 28-50 11"-13" inseam
Women's sizes 4-24 9.5"-10" inseam
65% polyester/35% cotton twill; 8 oz.

DENIM CLASSIC 5-POCKET JEANS

Available in Women's and Men's sizes
Prewashed Denim
Shrink and Fade Resistant
100% cotton; 13.75 oz. – 14 oz.
Double-needle stitching
Men's waist sizes 28–50
Women's sizes 4-24
Inseam various lengths

WRANGLER CLASSIC FIT JEANS

Available in Women's and Men's sizes
Prewashed Denim
100% cotton; 12oz
Five pocket styling
Men's Waist sizes 28–50
Women's Sizes 4-24
Inseam various lengths

ADDITIONAL SUPPLIES

Quantities, sizes, and colors of all supplies needed shall be determined by the awarded Contractor and the City.

Track Control Mats Various colors

Sizes 3' X 4'; 4' X 6'; and 3' X 10'

Track Control Mats with City logo in various colors

Sizes 3' X 4'; 4' X 6'; and 3' X 10'

Scrapper Mats

Sizes 3' X 5' and 4' X 6'

Anti-Fatigue Comfort Flex Mat

Sizes 2' X 3' and 3' X 5'

Shop Towels

18" X 18"; 100% cotton (lint and oil free)

Mopheads

Air Freshener Dispenser & Air Freshener

ITEMS FOR PURCHASE

TEE SHIRTS WITH AND WITHOUT POCKET

Available in both women's and men's sizes

Available in multiple colors including but not limited to; neon orange, yellow, lime green, grey, khaki, light blue & navy

Available in short sleeve and long sleeve

Sizes: S-6XL

50% poly/50% cotton

JERZEE TEE WITH AND WITHOUT POCKET

Available in both women's and men's sizes

Available in multiple colors including but not limited to; neon orange, yellow, lime green, grey, khaki, light blue & navy

Available in short sleeve and long sleeve
Sizes: S-6XL
100% Cotton

POLO SHIRTS –NIKE GOLF –DRI FIT w/Embroidery

Available in both women's and men's sizes
Available in multiple colors
Sizes: S-6XL
100% Polyester

HOODED FULL ZIP SWEATSHIRT

S-6XL
Low shrink/sweat
80% cotton 20% polyester
Rib knit cuffs & waist

CLASSIC COACHES JACKET (WINDBREAKER)

Available multiple colors
Available Sizes S-6XL
Water resistant
Cotton flannel lining
Elastic cuffs
Drawstring waist
100% nylon shell
100% cotton lining

SUBSTITUTES

Unapproved substitutes will not be allowed. If items are not available, the City must be contacted prior to shipment to determine if a substitute is acceptable.

CONTRACTOR'S RESPONSIBILITY

The Contractor, by submitting a Bid represents that:

The Contractor has read and understands the Invitation To Bid in its entirety and that the Bid is made in accordance therewith, and;

The Contractor possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the City, and;

Before submitting a Bid, each Contractor shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the City, upon which the Contractor will rely. If the Contractor receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligations to comply in every detail with all provisions and requirements of the contract, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Contractor for additional compensation or relief.

The Contractor will be held responsible for any and all discrepancies, errors, etc. in discounts or rebates which are discovered during the contract term or up to and including five (5) fiscal years following the City's annual audit including five (5) years thereafter.

QUANTITY

The estimated quantities that will be purchased during this bid period are estimates only and in no way obligates the City to purchase these amounts. These estimates are intended as a guide in submitting your bid. The actual quantities purchased under this bid may be more or may be less.

The City reserves the right to increase or decrease the total quantities necessary.

The City reserves the right to purchase any additional quantities of the bid item(s) from the successful Contractor at this bid price the length of the contract time awarded.

<u>Department</u>	<u>No. of Employees</u>
Pier	<u>6</u>
Street Dept.	<u>9</u>
Stormwater	<u>5</u>
Underground Utilities	<u>25</u>
Water Pumping & Storage	<u>4</u>
Wastewater	<u>34</u>
Meter Readers & Reset	<u>4</u>
Administration	<u>1</u>

Approximate Total

88

NEW MATERIAL

Unless otherwise provided for in this specification, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the CITY under this Bid solicitation are **NEW**, not used or reconditioned, and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.

MEASUREMENTS AND FITTINGS

It shall be the responsibility of the awarded Contractor to measure each employee to ensure proper fit.

The awarded Contractor shall visit each location during the change over for the purpose of individually measuring all personnel for whom uniforms will be ordered.

Measurements for the initial rental lease must be completed within thirty (30) days from notification of the award. "Measuring" will include physical measurement taken by an experienced professional and "trying on" sample uniforms of the exact type and size that the employee will be ordering.

No verbal measurements will be acceptable. Uniforms that do not fit properly will not be accepted and shall be returned to the vendor at no cost to the CITY.

Time for measuring is at the discretion of the City/Department Supervisor.

Normal working hours varies per department and no measuring will be done outside normal working hours.

After notification of award, the Contractor shall confirm working hours with departmental supervisors and make arrangements to plan times and dates for fitting of employees.

LOGO/PATCH

The Contractor shall provide two (2) patches per shirt (unless otherwise stated by City).

Patches shall be made of twill material.

PATCHES shall be attached to the uniform shirt by stitching only. The patch over the heart shall be the City logo.

The patch over the right shall be the employee's name and department.

When uniforms are returned to Contractor and are not being returned to the employee, the logo/patch is to be removed.

A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.

Set-up fees for logo/patch will be at no cost to the City.

SCREEN PRINT LOGO

The Contractor shall provide screen print logo for tees. The screen print over the left-heart shall be the City logo and on the right will be employee name and department.

A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.

Set-up fees for logo/patch will be at no cost to the City.

EMBROIDERY LOGO

The Contractor shall provide embroidery logo and name for polo's (i.e. pique polos, dri fit polos)

A sample of all logos and patches shall be given to the City for approval before being used on the uniforms.

Set-up fees for logo/patch will be at no cost to the City.

REPAIRS

Repairs (zippers, buttons, split seams, rips, tear, etc.) shall be the responsibility of the awarded Contractor.

It is the responsibility of the employee to tag each repair with a completed service request tag, provided by the awarded Contractor.

If the garment has been properly tagged and the repair is not completed within a one (1) week time frame, the rental charge for that garment will be deducted from the invoice until said repairs are accomplished.

REPLACEMENTS

The awarded Contractor shall replace any worn out rental uniforms on an as needed basis.

The nature of a "work" uniform suggests hard use and accelerated wear of the garment.

Any worn out garment will be replaced with **NEW**, proper-fitting garment during the term of the contract **at no additional cost** to the City. The departmental Supervisor must acknowledge garments as "worn and no longer wearable" and sign-off on the ticket to be turned into the awarded Contractor.

Failure to replace uniforms, as stated above shall constitute a breach of contract on the part of the awarded Contractor and shall be grounds for termination of said contract.

DEFECTS

The garments provided by awarded Contractor during initial start-up shall be **NEW** and **FREE** from defects.

After initial start-up any defective garment will be replaced **at no additional cost** to the City with new garment.

Any garments not returned the following week would be considered as missing and so noted on the pick-up/returned uniform sheet.

All garments not so noted shall be considered as returned.

Any garment not returned within two (2) weeks after sent out for laundry shall be considered lost and the awarded Contractor, before payment of the next invoice, will replace the garment.

Garments with excessive spots or stains caused by the employee, during the term of the contract, shall be replaced with new garments.

Value of garment shall be based on the awarded Contractor's contracted value of the garment **according to the amortization schedule.**

SPECIAL-SIZED GARMENTS

It shall be the responsibility of the awarded Contractor to provide garments for all employees.

If an employee cannot wear the style or standard sizes known within the industry, the Contractor will provide garments, as needed, from any acceptable source in order to provide uniforms for all personnel who require them.

The department supervisor shall approve all special sized garments and any additional cost incurred to obtain them, this approval must be in writing and copied to the Public Works Office.

SIZING CHANGES

When a current employee requires new uniforms because of a size change (because of weight loss or gain, etc.) it will be at the expense of the City with the exception of set-up fees shall be at no cost to the City.

Incorrect sizing changes made by supplier will be at the expense of the supplier, including any additional fees.

DAMAGED ITEMS

In the event an item or items are received and it is later determined there is concealed damage when the item is received by the employee, the item or items must be replaced by the awarded Contractor **at no cost** to the City.

LOST UNIFORMS

Uniforms lost by City employees will be replaced by awarded Contractor at the City's expense.

The City shall assume responsibility for any documented losses where the loss has been proven to occur while the garment was in the custody of the City employee.

Value of garment shall be based on the awarded Contractor's contracted value of the garment **according to the amortization schedule.**

Initial price of garments in the amortization schedule is to be no more than the purchase price listed on bid response.

LAUNDERING REQUIREMENTS

Garments shall be laundered to the highest industry standards with hypoallergenic detergents, neatly pressed and returned to each department.

Some of the City uniforms have greasy soil from automotive repairs that requires removal.

If starch is normally used on the garments, it will be the employee's choice if there is to be starch used when laundering their uniform.

DISCONTINUED STYLES

Should a style be discontinued during the contract period, the awarded Contractor shall locate and recommend a comparable style to the Department within five (5) working days after notification of discontinued style.

A sample may be requested before final approval.

AMORTIZATION SCHEDULE

An amortization schedule for lost or defective uniforms is required to be enclosed with the bid. Failure to provide the amortization schedule may be cause to consider the bid submittal as non-responsive.

The schedule shall commence on the first month after issue and continue to a \$0.00 value or the end of the contract whichever comes first.

SHORTAGES

Uniforms returned from cleaning must equal the number of uniforms picked up the preceding week.

Shortages must be noted on the delivery sheet at the time of delivery.

Uniforms not returned by the awarded Contractor from the preceding week will be deducted from the invoice.

The Contractor shall be responsible for replacing any undelivered uniform within a reasonable time.

If shortages continue to be a problem, the awarded Contractor may be required to provide a weekly individual count by employee until the shortages are resolved.

PICK-UP/DELIVERY

The pickup/delivery day and estimated arrival time shall be agreed upon by the Contractor and City Departments using the rental uniform services.

Once established, the agreed upon day and estimated time for pickup and delivery (under normal circumstance) shall not change without prior mutual agreement.

Holidays or a change in work hours may cause the pickup/delivery day to change temporarily. Pickup/delivery shall be made one (1) time per week at each designated location.

Each location participating in this contract shall have a designated contact person who will be at that location during a pre-arranged time between City and Contractor.

The driver for that route **MUST** clear all pick-ups and deliveries with that contact person and the contact person and driver must both sign all pick-up/delivery slips to confirm their accuracy.

The department has 48 hours to call in any discrepancies in the uniform delivery.

Uniforms for employees shall be clipped together and labeled with the employee's name for ease of identification.

Delivery tickets shall accompany each weekly delivery and shall include, but not limited to, the employee's name, identification number, garment inventories, sizes, soil pick-up and clean delivery amounts.

Designated CITY employees must sign the delivery tickets and a copy is to be left at each location.

Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m. except on Saturdays, Sundays, or holidays when City buildings and the Warehouses are closed.

NEW EMPLOYEES

All new employees shall be measured for uniforms within two (2) working days of notification.

The City requires that the measuring for new employees be done at the employee's work site. Contractor must coordinate with employee time and day for obtaining measurements.

All initial-issue uniforms for new employees shall be new and free from defects upon delivery. Delivery shall be within two (2) weeks after receipt of order.

CREDIT FOR EMPLOYEES ON EXTENDED LEAVE

When an employee is on extended leave, in excess of fifteen (15) working days, uniform rental lease charges shall be suspended if the employee has given adequate notice to the awarded Contractor.

Adequate notice shall be defined as five working days prior to said leave.

In the event of an unforeseen leave situation, and employee can give five working days' notice to the awarded Contractor upon realization that the employee will be out for twenty (20) working days or more.

The awarded Contractor will charge the employee for uniforms through the five-day notice period only. Uniforms will not be delivered to employees on extended leave until written notice of return to work is received.

The employee shall supply the awarded Contractor with said notice at least five working days prior to the employee's return to work.

TRACKING FORMS

Awarded Contractor shall provide a copy of the following forms with their bid response:

- a) Delivery Ticket (form used to show what items were delivered to employees at a given site)
- b) Repair Ticket (form used to return uniforms to Contractor needing repairs)
- c) Service Order Request (form used to request services(s) not addressed in delivery/repair)

SAMPLES

Sample swatches must be included with bid packet.

Required sample swatches should be 4"X4" of fabric and colors available for each item being bid. Samples shall be clearly labeled.

Each sample shall be labeled with Contractor's name, bid number and bid item number.

Failure to submit samples may cause rejection of bid.

SAFETY

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The 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 take all necessary precautions to ensure all materials provided do not include Asbestos. The Contractor shall indemnify and hold harmless the City from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the City because of the Contractor, sub-contractor, or supplier's failure to comply with the regulations.

MINIMUM SPECIFICATIONS

The specifications listed herein are the minimum required specifications. They are not intended to limit competition nor specify any particular Contractor, but to ensure that the City receives quality products and services.

DEVIATIONS

All Bid Submittals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Contractor by the specifications. Such deviations must be stated upon the Bid Submittal Form; otherwise the City will consider the subject Bid Submittals as being made in strict compliance with said Specifications to Contractors, the Contractor being held therefore accountable and responsible. Contractors are hereby advised that the City will only consider Bid Submittals that meet the exact requirements imposed by the specifications; except, however, said Bid Submittals may not be subject to such rejection where, at the sole discretion of The City, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the Bid process by affecting the amount of the Bid Submittal such that an advantage or benefit is gained to the detriment of the other Contractors.

ADDITIONAL TERMS & CONDITIONS

The City reserves the right to reject offers containing terms or conditions contradictory to those requested in the specifications.

MEETS SPECIFICATIONS

The Contractor represents that all offers to this invitation to bid shall meet or exceed the minimum requirements specified.

SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

ACCEPTANCE

Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at respondent's expense. Rejected items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased by the City on the open market. Any resulting increase in cost will be charged against the respondent.

CHANGES IN SCOPE OF WORK/SERVICE

The City may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by the City and the Contractor.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

The City reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within the specifications for which requirements were not known when the specifications were released.

RIGHT TO REQUIRE PERFORMANCE

The failure of the City at any time to require performance by the Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same, nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.

BANKRUPTCY / INSOLVENCY

At the time of bid submittal, vendor/firm shall not be in the process of or engaged in any type of proceedings in insolvency or bankruptcy, either voluntary or involuntary, or receivership proceedings. If the vendor/firm is awarded a contract for six (6) months or longer, and files for bankruptcy, insolvency or receivership, the CITY may, at its option, terminate and cancel said contract, in which event all rights hereunder shall immediately cease and terminate.

EXHIBIT B—PRICING SCHEDULE

PRICING

Unless otherwise specified prices offered shall remain firm for a period of at least sixty (60) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the City to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

Price submitted by Contractors shall include all shipping, handling, insurance and any other cost associated with the delivery of the product.

Price bid shall include the cost of set up, logo(s)/patches, prep fees, special sizes, etc.

There will be no price increases during the term of this contract.

Should there be any additional charges associated with this product/service; the Contractor shall indicate such charge(s) on the price sheet.

SEE ATTACHED PRICING SCHEDULE FROM UNIFIRST CORPORATION, WHICH BECOMES PART OF THIS AGREEMENT.

EXHIBIT "B"
UniFirst Corporation Pricing Schedule
March 12, 2015

The BIDDER proposes and agrees, if this Proposal is accepted, to contract with the Owner in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the work in full and in accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents according to the following schedule:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit price:

<u>DESCRIPTION</u>	<u>UNIT COST</u>	<u>WEEKLY COST</u>
Work Shirt Men's 65% Poly 35% Cotton Poplin 3.6 oz.- 4.25 oz. Sizes: S-6XL Short Sleeve	<u>.139</u>	<u>1.529</u>
Long Sleeve	<u>.139</u>	<u>1.529</u>
Work Shirt Women's 65% Poly 35% Cotton Poplin Sizes: S-6XL Short Sleeve	<u>.147</u>	<u>1.617</u>
Long Sleeve	<u>.147</u>	<u>1.617</u>
Work Shirt Men's 100% Cotton Twill 6 oz. Sizes: S-6XL Short Sleeve	<u>.20</u>	<u>2.20</u>
Long Sleeve	<u>.20</u>	<u>2.20</u>

DESCRIPTION

UNIT COST

WEEKLY COST

Work Shirt Women's
100% Cotton Twill
6 oz.

Sizes: S-6XL

Short Sleeve

.199

2.189

Long Sleeve

.199

2.189

Men's Dress Uniform Shirt
with pocket

65% Poly 35% Cotton

4 oz.

Sizes: S-6XL

Short Sleeve

\$.165

\$ 1.815

Long Sleeve

\$.165

\$ 1.815

Men's Dress Uniform Shirt
without pocket

65% Poly 35% Cotton

4 oz.

Sizes: S-6XL

Short Sleeve

\$.165

\$ 1.815

Long Sleeve

\$.165

\$ 1.815

DESCRIPTION

UNIT COST

WEEKLY COST

Women's Dress Uniform Shirt
with pocket
45% Poly 55% Cotton Twill
4.3 oz.

Sizes: 4-24

Short Sleeve

\$.165

\$ 1.815

Long Sleeve

\$.165

\$ 1.815

Men's Denim Shirt

Stonewashed

100% Cotton

6.5 oz.

Sizes: S-6XL

Short Sleeve

\$.180

\$ 1.98

Long Sleeve

\$.180

\$ 1.98

Women's Denim Shirt

Stonewashed

100% Cotton I

6.5 oz.

Sizes: S-6XL

Short Sleeve

\$.175

\$ 1.925

Long Sleeve

\$.175

\$ 1.925

DESCRIPTION

UNIT COST

WEEKLY COST

Men's Pique Polo Shirt
60%/40% Polyester pique;
6.5 oz.
Sizes: S-6XL

Short Sleeve

\$.205

\$ 2.255

Long Sleeve

\$.205

\$ 2.255

Women's Pique Polo Shirt
60%/40% Polyester pique;
6.5 oz.

Sizes: S-6XL

Short Sleeve

\$.205

\$ 2.255

Long Sleeve

\$.205

\$ 2.255

Men's Polo Shirt
100% Cotton Pique;
6.4 oz.

Sizes: S-6XL

Short Sleeve

\$.185

\$ 2.035

Long Sleeve

\$.185

\$ 2.035

Women's Polo Shirt
100% Cotton Pique
6.4 oz.

Sizes: S-6XL

Short Sleeve

\$.195

\$ 2.145

Long Sleeve

\$.195

\$ 2.145

DESCRIPTION

UNIT COST

WEEKLY COST

Men's Work Pants

65% Poly 35% Cotton Twill

7.75 – 8 oz.

Size: 28 - 50

Pleated Front

\$.20

\$ 2.20

Flat Front

\$ ~~.18~~

\$ 1.98

Women's Work Pants

65% Poly 35% Cotton Twill

7.75 – 8 oz.

Size: 4 - 24

Pleated Front

\$.20

\$ 2.20

Flat Front

\$.18

\$ 1.98

Back Elastic Waist Pants

\$.18

\$ 1.98

Men's Work Shorts

65% Poly 35% Cotton or Cotton Twill

7.75 – 8 oz.

Size: 28 – 50, 10" Inseam

Pleated Front

\$.185

\$ 2.035

Flat Front

\$.170

\$ 1.87

Relaxed Fit

\$.185

\$ 2.035

Women's Work Shorts

65% Poly 35% Cotton Twill

7.75 – 8 oz.

Size: 4 – 24, 9 – 9 1/2" Inseam

Pleated Front

\$.185

\$ 2.035

Flat Front

\$.17

\$ 1.87

DESCRIPTION

UNIT COST

WEEKLY COST

Men's Denim Work Shorts

100% Cotton

13.75 – 14 oz.

Size: 28 – 50, 10–11" Inseam

\$.21

\$ 2.31

Women's Denim Work Shorts

100% Cotton

13.75 – 14oz., 8- 9" Inseam

Size: 4 – 24,

\$.21

\$ 2.31

Men's Cargo Work Shorts

65% Poly 35% Cotton Twill

8 oz. , 11-13" Inseam

Sizes: 28 - 50

\$.22

\$ 2.42

Women's Cargo Work Shorts

65% Poly 35% Cotton Twill

8 oz., 9-9.5" Inseam

Sizes: 4 - 24

\$.22

\$ 2.42

Men's Denim Classic Five Pocket Jeans

100% Cotton Twill

13.75-14 oz.

Sizes: 28 - 50

\$.24

\$ 2.62

DESCRIPTION

UNIT COST

WEEKLY COST

Women's Denim Classic Five Pocket Jeans

100% Cotton Twill

13.75-14

Sizes: 4 - 24

\$.22

\$ 2.42

Men's Wrangler Classic Fit Jeans

100% Cotton Twill

12 oz.

Sizes: 28 - 50

\$.33

\$ 3.63

Women's Wrangler Classic Fit Jeans

100% Cotton Twill

12 oz.

Sizes: 4 - 24

\$.33

\$ 3.63

Miscellaneous Items

Tracker Mat

3' x 4'

Unit Cost

\$ 1.25

\$ 1.25

Weekly Cost

\$ 1.25

\$ 1.25

4' x 6'

Unit Cost

\$ 2.00

\$ 2.00

Weekly Cost

\$ 2.00

\$ 2.00

3' x 10'

Unit Cost

\$ 2.60

\$ 2.60

Weekly Cost

\$ 2.60

\$ 2.60

MISCELLANEOUS ITEMS CONTINUED

Scrapper Mat

3' x 4'

Unit Cost	\$ <u>1.00</u>	\$ <u>1.00</u>
Weekly Cost	\$ <u>1.00</u>	\$ <u>1.00</u>

Anti-Fatigue Mat

2' x 3'

Unit Cost	\$ <u>.61</u>	\$ <u>.61</u>
Weekly Cost	\$ <u>.61</u>	\$ <u>.61</u>

3' x 5'

Unit Cost	\$ <u>1.53</u>	\$ <u>1.53</u>
Weekly Cost	\$ <u>1.53</u>	\$ <u>1.53</u>

Shop Towels (100% Cotton) Lint & Oil Free

Unit Cost	\$ <u>.058</u>	\$ <u>.058</u>
Weekly Cost	\$ <u>.058</u>	\$ <u>.058</u>

Mop Heads

Unit Cost	\$ <u>.73</u>	\$ <u>.73</u>
Weekly Cost	\$ <u>.73</u>	\$ <u>.73</u>

Air Freshener Dispenser w/refills	\$ <u>1.00</u>	\$ <u>1.00</u>
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ITEMS TO PURCHASE

Windbreaker/ Nylon Coaches Jacket

For Men & Women

100% Nylon Shell

100% Cotton Lining

Sizes: S-6XL

\$ 15.00

\$ 15.00

Men's T-Shirt w/Pocket

50% Poly 50% Cotton

Sizes: S-6XL

Short Sleeve

\$ 8.50

\$ 8.50

Long Sleeve

\$ 8.50

\$ 8.50

Women's T- Shirt w/ Pocket

50% Poly 50% cotton

Sizes: S-6XL

Short Sleeve

\$ 7.99

\$ 7.99

Long Sleeve

\$ 7.99

\$ 7.99

Men's T-Shirt w/o Pocket

50% Poly 50% Cotton

Sizes: S-6XL

Short Sleeve

\$ 8.00

\$ 8.00

Long Sleeve

\$ 8.00

\$ 8.00

Women's T- Shirt w/o Pocket

50% Poly 50% cotton

Sizes: S-6XL

Short Sleeve

\$ 7.50

\$ 7.50

Long Sleeve

\$ 7.50

\$ 7.50

ITEMS TO PURCHASE CONTINUED

Men's Jerzee T-Shirt w/Pocket

100% Cotton

Sizes: S-6XL

Short Sleeve

\$ 14.00

\$ 14.00

Long Sleeve

\$ 14.00

\$ 14.00

Women's Jerzee T-Shirt w/Pocket

100% cotton

Sizes: S-6XL

Short Sleeve

\$ 14.00

\$ 14.00

Long Sleeve

\$ 14.00

\$ 14.00

Men's Jerzee T-Shirt wo/Pocket

100% Cotton

Sizes: S-6XL

Short Sleeve

\$ 12.50

\$ 12.50

Long Sleeve

\$ 12.50

\$ 12.50

Women's Jerzee T-Shirt wo/Pocket

100% cotton

Sizes: S-6XL

Short Sleeve

\$ 13.00

\$ 13.00

Long Sleeve

\$ 13.00

\$ 13.00

Men's Polo Shirt - Nike Golf

DriFit 100% Polyester

Sizes: S-6XL

Short Sleeve

\$ 26.00

\$ 26.00

Long Sleeve

\$ 28.00

\$ 28.00

ITEMS TO PURCHASED CONTINUED

Women's Polo Shirt – Nike Golf

DriFit 100% Polyester

Sizes: S-6XL

Short Sleeve

\$ 25.00

\$ 25.00

Long Sleeve

\$ 27.00

\$ 27.00

Hooded Full Zip Sweatshirt

80% Cotton 20% Polyester

Sizes: S-6XL

\$ 22.00

\$ 22.00

BID SCHEDULE

NOTE:

1. BIDS shall include sales tax and all other applicable taxes and fees.
2. The unit prices listed herein are understood to include all charges for layout, insurance, taxes, field office and supervision, overhead and profit, bonds and miscellaneous items needed to complete the work.
3. **No partial bids will be accepted. Failure to bid any item in a Contract will be considered non-responsive.**
4. The CONTRACTOR, for value received, hereby stipulates and agrees that any and all claims, demands, actions or suits whatsoever, arising under this contract, shall be subjected to the jurisdiction and venue of the Circuit Court of Bay County, Florida. The CONTRACTOR agrees, by execution of these documents, that the jurisdiction and venue in said forum is proper and appropriate since performance of the underlying contract for which these documents are executed is to be accomplished within Bay County, Florida.

BIDDER'S CERTIFICATION

BIDDER certifies that he has thoroughly familiarized himself with the CONTRACT DOCUMENTS. Bidder certifies that the bid submitted is complete and is sufficient for the Bidder to perform the work described in the CONTRACT DOCUMENTS. Furthermore, BIDDER certifies his understanding that the OWNER shall not provide any

This proposal of UniFirst Corporation
_____ (hereinafter called "BIDDER"), organized and existing
under the laws of the State of Massachusetts doing business as
Corporation (a corporation, a partnership or an individual)
is hereby submitted to the CITY OF PANAMA CITY BEACH (hereinafter called
"OWNER").

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all
WORK for the **PANAMA CITY BEACH – UNIFORM SERVICES CONTRACT FY2015**
in strict accordance with the CONTRACT DOCUMENTS, within the time set forth
therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each
party thereto certifies as to its own organization, that this BID has been arrived at
independently, without consultation, communication, or agreement as to any matter
relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract within **10** days of the
NOTICE TO PROCEED.

BIDDER acknowledges receipt of the following ADDENDUM:

Received 2-28-2015 by Christopher Marc Taylor - Sales mgr.
C. Taylor