

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings & General Services (the "State") and Unifirst Corporation, with a principal place of business in Winooski, Vermont (the "Contractor") that the contract between them originally dated as of January 15, 2018, Contract # 35508, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$60,000.00 to \$90,000.00, representing an increase of \$30,000.00.
- II. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from December 31, 2019 to December 31, 2020 The Contract Term may be renewed for one additional one-year period at the discretion of the State.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

UNIFIRST CORPORATION

By: _____

By: _____

Name: Christopher Cole _____

Name: _____

Title: Commissioner - Buildings & General Services _____

Title: _____

Date: _____

Date: _____

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
109 State St
Montpelier VT 05609-3001
United States

CONTRACT



Vendor ID 0000013382
Unifirst Corporation
125 Etna Road
Lebanon NH 03766
United States

Contract ID 00000000000000000000000035508		Page 1 of 2
Contract Dates 01/15/2018 to 12/31/2019		Origin CPS
Description: CPS-UNIFORM RENTAL & CLEANING		Contract Maximum \$60,000.00
Buyer Name Berini, Brian Jon	Buyer Phone 802/828-2217	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		UNIFORM RENTAL AND CLEANING	EA	0.00100	0.00	60,000.00

STANDARD CONTRACT FOR SERVICES

1. Parties. This is a contract for services between the State of Vermont, Department of Buildings and General Services (hereafter called "State"), and UniFirst with principal place of business in Winooski, VT (hereafter called "Contractor"). Contractor's form of business organization is a corporation. It is the contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the contractor is required to have a Vermont Department of Taxes Business Account Number.

2. Subject Matter. The subject matter of this contract is services generally on the subject uniform rental and cleaning services for the State of Vermont on an as needed basis. Detailed services to be provided by the contractor are described in Attachment A.

3. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$60,000.00.

4. Contract Term. The period of contractor's performance shall begin on January 15, 2018, and end on December 31, 2019, with an option to renew for Two (2) additional 12-month periods.

5. Prior Approvals. If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

- Approval by the Attorney General's Office is required.
- Approval by the Secretary of Administration is not required.
- Approval by the CIO/Commissioner DII is not required.

6. Amendment. This agreement represents the entire agreement between the parties; No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. Termination for Convenience. This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. Attachments. This contract consists of thirteen (13) pages including the following attachments which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - "Standard State Provisions for Contracts and Grants" a preprinted form (revision date July 1, 2016)
- Attachment D - AOT Delivery Locations

9. Order of Precedence. Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

- (1) Standard Contract
- (2) Attachment C - Standard Contract Provisions for Contracts and Grants
- (3) Attachment A - Specifications of Work to be Performed
- (4) Attachment B - Payment Provisions
- (5) Attachment D - AOT Delivery Locations

Contractor POC Information:
Philip Breen
802-655-4054

ATTACHMENT A: SPECIFICATIONS OF WORK TO BE PERFORMED

1. Contractor shall provide uniform rental and cleaning service for the State of Vermont as follows:

To provide rental, laundering, maintenance, and regular pick-up and delivery of work uniforms to the delivery locations listed in Attachment D. Future locations may be added to the contract at any time.
2. The Contractor shall be responsible for all costs associated with having the uniforms available for wearing including:
 - Proper fit
 - Emblems and name patches
 - Pickup of soiled uniforms
 - Drop off of cleaned uniforms
 - No charge for repairs
 - No charge replacements due to wear
3. At a mutually arranged time, Contractor shall meet with the Districts at their respective facilities. A presentation/interview is intended to provide the District with a full understanding of the contract and to clarify any technical issues affecting cost and/or service provisions of performance.
 - a. Contractor shall identify a representative of their company who will be the Point of Contact responsible for the District's needs.
 - b. The number of employees for which uniforms are listed is based upon the current staffing of the department. However, the State reserves the right to increase or decrease the number of employees and uniforms depending on its business needs.
4. Uniform Characteristics & Quality: With their District's consent, individual employees may initially choose short sleeve or long sleeve, denim jeans or twill trousers, or a combination thereof. Changes and/or replacements may only be done when authorized by a District supervisor, signed in advance.
 - a. Contractor shall take individual measurements and guarantee a proper fit.
 - b. All garments shall be 100% cotton whenever possible. Any change to this requirement will be coordinated with the State prior to implementation.
 - c. New material- Unless otherwise provided in the specifications, all goods to be supplied to the State shall be from new, unused, and of current stock.
 - d. Imprinted emblems and nametags are an optional use item, which may or may not be used at the discretion of the Districts.
 - e. Color of the uniforms furnished by the Contractor shall be Navy Blue.
 - f. No starch or similar product is to be used.
5. Delivery & Pick-up: Contractor shall provide weekly deliveries of uniforms, freshly processed, repaired, and finished in accordance with generally acceptable standards of the textile rental industry. Contractor shall replace merchandise worn out through normal wear and tear.
 - a. Every person (except where noted) will have 11 uniforms assigned to them personally; 5 at the beginning of the cycle that are ready to wear, 1 in use and 5 back at the contractors for cleaning, repairing, etc.
 - b. The Districts require once a week pickup and delivery, every week, Monday through Friday. Normal work hours for pickup and delivery are between 7:00 am and 2:00 pm.

Contract# 35508

- c. Uniforms shall be in full compliance with the specifications contained in the contract. Harsh chemicals shall not be used in the laundering process that may have adverse effects on personnel or uniforms.
 - d. Uniforms that are not clean, neat, or do not have a good appearance as specified will be rejected and no charge made. The contractor shall mend, patch, and replace buttons as needed to maintain a good appearance at no charge to the District.
 - e. Contractor may choose to use a bar coding system to identify the State, District, and individual employee. All employees should be able to identify their own garments.
 - f. The Contractor shall be responsible for identifying each garment, ensuring that it is returned to the same user.
 - g. All uniforms shall be delivered to designated areas as coordinated with each Facility. Each employee uniform shall be hung individually on hangers and bagged separately.
 - h. The Contractor shall supply inventory count sheet of uniforms picked up and delivered each week before departure from premises.
 - i. In cases where delivery under this contract shall be necessarily delayed because of strike, injunction, government controls, or by reason of any other cause of circumstances beyond the control of the Contractor, the time of completion of delivery shall be extended by a number of days to be determined in each instance based on mutual agreement between the Contractor and the District.
 - j. The Contractor shall arrange to schedule delivery either the day before or the day after a holiday in order to maintain the once a week pickup and delivery schedule. Contractor shall notify the Districts on which day (before or after the holiday) they have chosen, at least one (1) week prior to the holiday.
 - k. Upon notification from the District, services for an employee leaving the District, will not be billed for service after employee has left.
 - l. Districts shall be able to suspend deliveries for employees on long-term leave (>4 weeks). No charges shall be made for the uniforms of suspended employees.
 - m. Upon notification from the District, uniforms are to be supplied for new employees within two weeks.
6. **Loss and Ruin:** Uniforms supplied by the Contractor under this contract are the property of the Contractor. The State shall pay for uniforms that are lost or damaged, except through normal wear and tear, and is not responsible for lost uniforms by the Contractor.
- a. Under no circumstance is the Contractor authorized to order new uniforms or replace damaged uniforms without the approval of the District. If the Contractor orders or replaces uniforms without the approval of the District the Contractor will bear the full responsibility for all related costs.
 - b. Uniform piece being replaced for damage shall be presented to District for inspection before replacement and becomes the property of the District upon damage fee charge.
 - c. If Contractor discovers uniform losses by an employee the contractor shall notify the employee and the District when a loss is discovered and will request status from the District within 5 business days. The District shall assist with the recovery.
 - d. It is the Contractor's responsibility to retrieve all ruined/damaged uniforms from District employees. The District shall assist with the retrieval. The District shall pay for merchandise damaged due to employee negligence.
 - e. The Contractor shall notify the District of lost or missing uniforms, by the next business day, close of business.
 - f. Contractor shall contact employee on a weekly basis for follow-up on uniform loss or ruin. A weekly report shall be provided to the District and the employee on loss or ruin status.
 - g. If the Contractor delivers an item to the wrong location and the garment is not recovered at its original location, the Contractor shall be responsible for its replacement.

Contract# 35508

7. Damage & Repairs: The cost of all normal repairs shall be included in monthly fee. The Contractor shall make all repairs in a good workmanship manner, to the satisfaction of the District.
 - a. The District need not identify the items needing repair. However, "hard to find" and "over-looked" repairs shall be identified by means of a repair tag supplied by the Contractor. The repair tag shall be placed on the garment label. All clean uniforms returned from the laundry requiring repair will be kept separate from soiled ones and returned. "No Charge" is to be made for corrective actions.
 - b. If it is suspected that an employee of the District has damaged a uniform, the Contractor shall notify the District as soon as practical to address and correct the problem.
 - c. Repairs shall be made in accordance with the following instructions:
 - Tears and rips may be repaired without cloth backing if completed closure can be made.
 - If fabric is missing, a patch, which matches the garment in color, shall be used to replace missing material and/or reinforcement material.
 - Broken zippers shall be repaired or replaced with equivalent quality.
 - Broken, bent, or missing buttons shall be replaced with equivalent quality.
 - Workmanship shall be of first class commercial quality to produce clean, dry, uniforms of good general appearance. It shall be performed with handiwork, cleaning substances, and heat conditioning determined to promote extended serviceability of the uniforms.
8. Contract Termination:
 - a. The Contractor agrees to provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the District or another Contractor. To provide continuing services, the Contractor shall provide full disclosure to the District and third party Contractor of the status and procedures for uniform services.
 - b. The State authorizes a 90 calendar day contract lead-time transition period to allow sufficient time to coordinate services, assemble properly sized uniforms, make name changes, and attach reflective tape where required. On expiration or termination of a contract, the District(s) and contractor shall conduct a joint physical inventory of all clean and soiled rental items. A credit shall be issued to the District for all returned clean rental items. This inventory shall also be used to make final reconciliation of lost or damaged rental items. Final payments to the contractor shall be withheld until all transactions or arrangements for inventory reconciliation and item removals have been completed to the satisfaction of the District.

ATTACHMENT B: PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Contractor shall submit monthly invoices with the contract number to the District facility renting the uniforms.
2. Monthly billing will be by each individual District and will be for actual number of uniforms rented. The District responsible for each employee's charges will be established at the commencement of the contract. Invoices shall be dated, specifying the contract number, the location receiving services, unit cost, quantity breakdown and total invoice amount. Additional employees and or Districts may be added during the life of this contract at the same contract prices.
3. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
4. The State shall not be responsible for any expenses of the Contractor not specifically authorized by this contract.
5. In consideration of the services performed by Contractor, the State agrees to pay Contractor in accordance with the following established rates.

1) Established rates according to the Price Schedule below:

#	Description	# Sets per employee	Weekly Cleaning	Useful Life in Years	Unit Price per week	Total cost per employee per Week
1	Shirts (long or short sleeve)	11	5 uniforms	4+	\$0.30	\$3.30
2	Trousers / Jean	11	5 uniforms	4+	\$0.40	\$4.40
3	Trousers / Twill	11	5 uniforms	4+	\$0.40	\$4.40
4	Shirts (long sleeve button-up)	11	5 uniforms	4+	\$0.30	\$3.30
5	Shirts (short sleeve button-up)	11	5 uniforms	4+	\$0.30	\$3.30
6	Shirts - Polo	11	5 uniforms	4+	\$0.30	\$3.30

- 2) One Time Charge for each garment as they enter circulation: Company Direct Embroidery - \$2.50. Name Direct Embroidery - \$2.50 (Charge only occurs if garment has direct embroidery).
- 3) Any additional services deemed necessary by the state must first be approved in advance by the state, and will be billed at the rates listed below.
6. The District is responsible for paying all loss and damage charges to the Contractor in agreement with the Replacement Cost per unit price detailed in the Cost Matrix Form. Replacement costs shall be based on the unused portion of the useful life of the garment on a straight-line depreciation basis. A separate monthly Loss and Ruin invoice is required. The invoice shall identify the service location, employee name or number, number and description of items, and per item charge due the Contractor. Replacement costs are not to be included on the flat monthly fee invoice.
7. On a monthly basis, Contractor shall email an Employee Uniform Use Status Report; (to include Loss and Ruin data) in Excel format, to the Districts utilizing the contract for coordination against employee employment rolls.
8. Any services outside of this agreement shall not be allowed.

Contract# 35508

ATTACHMENT D
DEIVERY LOCATIONS

District 1
359 Bowen Road
Bennington VT 05201

District 2
870 US Rte. 5
Dummerston, VT 05301

District 3
122 State Place
Rutland VT 05701

District 4
221 Beswick Drive
White River Jct., VT 05001

District 5
400 US Route 7
Colchester, VT 05446

5 Barnes Avenue, Colchester 05446
Essex Jct., VT 05453

District 7
1068 US Rte 5, Suite 2
St. Johnsbury, VT 05819

District 8
680 Lower Newton Road
St. Albans, VT 05478

District 9
611 US Rte 5
Newport, VT 05855

Central Garage
US Rte 302 #1756
Berlin, VT 05602