

**Rental and Lease Work Clothing
Agreement
Between the City of Lawton
and
UniFirst Corp.**



THIS IS AN AGREEMENT by and between the City of Lawton, A Municipal Corporation in the State of Oklahoma (hereinafter called CITY), and UniFirst Corp. (hereinafter called VENDOR). CITY intends to employ VENDOR to provide Uniform services for the City of Lawton.

The CITY and VENDOR in consideration of their mutual covenants herein agree in respect of the performance services by VENDOR and the payment for those services by CITY, as set forth below.

1. **INSPECTION, ACCEPTANCE and TITLE:** Inspection and acceptance will be at destination unless otherwise provided. "Destination" shall mean delivered to the receiving dock, department stockroom, or other point specified. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the ordering agency. The vendor shall be responsible for filing, processing, and collecting all damage claims. However, to assist him in the expeditious handling of damage claims, the ordering department will:
 - a. Record any evidence of visible damage on all copies of the delivering carrier's Bill of Landing.
 - b. Report damage (whether visible or concealed) to the carrier and vendor, confirming such reports, in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.
 - c. Retain the item and its shipping container, including inner packaging material, until inspection is performed by the carrier and disposition given by the vendor, or for a reasonable time after notification to the vendor, whichever comes first.
 - d. Provide the vendor with a copy of the carrier's Bill of Landing and damage inspection report.
2. **SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards
3. **SERVICE AND WARRANTY:** Unless otherwise indicated in this agreement, Vendor expressly warrants that all articles, materials, supplies, equipment, and/or services covered in this contract will conform to the project guidelines attached hereto and made a part of any proposal submitted or contract

awarded; vendor further warrants that same shall be of good material and workmanship and free from defects. Any additional warranties that will be provided during the term of this agreement are included in Attachment 'A'.

4. **REMEDIES:** Failure to make delivery or to meet project guidelines authorized the City to seek replacement goods or services elsewhere and to seek legal and equitable remedies against the defaulting vendor. If any of the goods and/or work performed fail to meet the warranties contained herein or in any proposal submitted, vendor, upon notice thereof from the City, shall promptly correct or replace the same at vendor's expense. If vendor shall fail so to do, the City may cancel any agreement entered in whole or in part and pursue all other remedies available. After notice to the vendor, all such goods will be held at vendor's risk. The City may, and at vendor's direction shall, return such goods to vendor at vendor's risk, and all transportation charges, both to and from original destination, shall be paid by vendor. Any payment for such goods shall be refunded by vendor unless vendor promptly corrects or replaces the same at its expense.

5. **LIABILITY:** The vendor shall hold and save the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the City harmless against the claims by third parties resulting from the vendor's breach of any agreement entered or the vendor's negligence.

6. **PRICES AND TERMS:** Prices and terms shall be as reflected in the vendor's response to the RFP (Attachment A).

7. **ACCEPTANCE OF PURCHASE ORDERS:** Vendors are to accept only those purchase orders issued by the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the City, prepared on Accounting Division Forms, unless instructed otherwise in the Request for Proposal (Attachment A) or this agreement.

8. **PRICE ADJUSTMENTS:** Manufacturer's price increases, or other increases in the cost of doing business, MAY NOT be passed on to the City of Lawton, its Departments, Boards, Commissions, Agencies, and Institutions. If price variations are allowed, they must be tied to a readily identifiable index which is free from control or influence by the vendor.

9. **SUMMARY OF TOTAL SALES:** Vendor agrees to furnish City of Lawton a summary of sales, including total dollar amount, made under the contract at the end of each quarter, or as mutually agreed in writing by the parties.

10. **PAYMENT:**

a. **INVOICING:** The vendor shall be paid within a reasonable time after submission of proper certified invoices to the City at the prices stipulated in this Agreement, including Attachment 'A'. Invoices shall contain the project number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Vendor shall be the only office authorized to receive orders, do the billing and invoicing, and receive payment. If the vendor wishes to ship or service from a point other than the home office, the vendor will furnish a written list of these locations to the City. **HOWEVER, NO ORDERS WILL BE PRESENTED TO, BILLING WILL NOT BE DONE FROM, NOR WILL PAYMENT BE MADE TO THESE LOCATIONS.**

b. **REQUIREMENTS ONLY PURCHASES:** Billing shall be made in accordance with instructions by the Department or Division issuing the purchase order, and only for quantities ordered and delivered. The City reserves the right to purchase none of the product or more than the quantity indicated in the proposal.

c. **TAXES:** Purchases by the City of Lawton are not subject to any Sales Tax or Federal Excise Tax. Exemption Certificates will be furnished upon request.

d. **DISCOUNTS:** Vendors may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for proposal evaluation purposes. Vendors are encouraged to reflect cash discounts in the unit prices quoted. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct Invoice at the office specified, whichever is later.

e. All provisions of the Uniform Commercial Code shall be adhered to.

11. **EXTENSION:** At the end of the contract period, or upon the conclusion of a maximum of one (1) extension thereof, the contract may be extended for a period not to exceed twelve (12) months at the same price and conditions as in the original contract. by mutual agreement between the City and the vendor. The extended contract shall, upon the signing by both parties, become a binding agreement and shall remain in force and effect until terminated by either party, provided that either party to the contract shall have the option to terminate said extended contract upon thirty days' prior written notice of termination by one party to the other.

12. **CONFLICT OF INTEREST:** This Contract Request is subject to the provisions of City of Lawton Charter and City Code and the laws of the State of Oklahoma. All vendors must disclose with the proposal the *name* of any Officer, Director or Agent who is also an employee of the City of Lawton or any of its Agencies or Subdivisions. Further, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the vendor's firm or any of its branches.

13. **PATENTS AND ROYALTIES:** The vendor, without exception, shall indemnify and save harmless the City of Lawton, Its Departments, Boards, Commissions, Agencies, Institutions and all employees of the aforementioned from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of any contract resulting from the submission of this Request for Proposal, including its use by the City of Lawton. If the vendor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost rising from the use of such design, device, or materials in any way involved in the work.

14. **FACILITIES:** The City reserves the right to inspect the vendor's facilities at any time with reasonable prior notice.

15. **BANKRUPTCY:** If the vendor becomes bankrupt or insolvent, or if a petition in bankruptcy is filed against the vendor, or if a receiver is appointed for the vendor, the City shall have the right to terminate this agreement upon written notice to the vendor without prejudice to any claim for damages or any other right of the City under this agreement.

16. **ASSIGNMENT:** This agreement shall not be assigned by the vendor without written consent of the City.

17. **INSURANCE:** Unless otherwise specifically stated, proof of the following types and amounts shall be furnished to the City, showing the City as an additional insured thereunder without cost to the City of Lawton:

a. **General Liability:** The vendor shall procure and maintain in full force and effect, for the term of the Contract, a policy or policies under a comprehensive form as required by State law. In addition, the vendor shall have, during the term of the Contract, insurance in the minimum amount of twenty-five thousand dollars (\$25,000) property damages, arising from a single occurrence, one hundred twenty-five thousand dollars (\$125,000) for personal injuries arising from a single occurrence, and one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the City. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

b. **Automobile Liability:** The vendor shall procure and maintain in full force and effect, for the term of the project, vehicle liability coverage in the amounts specified in subparagraph A of this section. In addition, the vendor shall have, during the term of the project, vehicle liability coverage as outlined in the attached project guidelines. If higher coverage is required by any regulatory entity with oversight of the vendor's business, the City Code, or other authority, then proof of the higher coverage must be provided. This policy or policies shall hold harmless and indemnify the City of Lawton, its Departments, Boards, Commissions, Agencies, Institutions, and all employees of the aforementioned. A current certificate, submitted as a part of the proposal and showing that the vendor has in force and effect such insurance, shall be maintained on file with the City Clerk of the City.

c. **Workers' Compensation:** The vendor shall procure and maintain in full force and effect for the period of the project, full Workers' Compensation insurance in accordance with the laws of the State of Oklahoma to protect the vendor and the City against liability under the Workers' Compensation and occupational disease statutes of the State of Oklahoma. A current certificate showing that the vendor has in force and effect the aforesaid insurance or a current certificate showing exemption from the requirement shall be submitted as a part of the proposal and maintained on file with the City Clerk of the City.

18. **TIME OF ESSENCE:** Unless otherwise stated, time shall be considered of the essence to this agreement.

a. Vendor specifically agrees that it shall not be grounds to alter the terms of any proposal submitted and that it shall be liable for failure to deliver or delay in delivery occasioned by and including, without limitations, strikes, lockouts, inability of obtaining material or shipping space, breakdowns, delays of carrier's or suppliers and pre-existing governmental regulations of the federal and state government or any subdivisions hereof.

b. When time is not of the essence, this contract shall be inoperative during such period that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the vendor has any commercially reasonable alternative method of performing his contract by purchase on the market or otherwise, he shall not be freed of his obligation hereunder by this clause.

19. **DISCRIMINATION:** Vendor agrees, in connection with the performance of work under this agreement:

a. *Vendor* will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry, or

physical or mental Impairment. The vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry, or physical or mental impairment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth provisions of this section.

b. The vendor agrees to include this non-discrimination clause in any subcontract connected with the performance of this agreement.

c. In the event of the vendor's non-compliance with the above non-discrimination clause, this agreement may be terminated by the City. The vendor may be declared terminated by the City until satisfactory proof of intent to comply is made by the vendor.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:**

a. The performance *of* work and/or delivery of ordered materials, supplies, equipment, and/or services under this agreement may be terminated by the City, in whole or in part, whenever it is determined to be in the best interest of the City.

b. Any such termination shall be accomplished by the delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials, supplies, equipment, and/or services are terminated, and the date upon which such termination becomes effective.

c. After receipt of a notice of termination, the vendor shall stop work and/or place no further orders under this agreement on the date and to the extent specified in the notice of termination.

21. **VENUE:** This agreement shall be governed by the laws of the State of Oklahoma.

22. **INTEGRATED AGREEMENT:** The General Conditions, terms, and requirements set forth in **Attachment 'A' *Request for Proposal and Response, Including Pricing and Product Specifications***, are incorporated into this contract. This writing, with any attachments hereto, constitutes the entire agreement of the parties. No separate promises or agreements have been made other than those contained herein.

If there is any conflict or disagreement between the conditions and terms in this

Contract and the conditions and terms in the incorporated Attachment 'A', the conditions and terms in this Contract shall supersede the conflicting language in Attachment 'A'.

23. **MODIFICATION:** This agreement may not be modified except in writing and signed by both parties.

- Signature Page Follows -

SIGNATURE PAGE

CITY OF LAWTON, OKLAHOMA
A Municipal Corporation

STAN BOOKER, MAYOR

ATTEST:

TRACI HUSHBECK, CITY CLERK

APPROVED as to form and legality on behalf of the City of Lawton, Oklahoma, this
9th day of December, 2021.



JOHN RATLIFF
CITY ATTORNEY

Nick Colarelli

for UniFirst Corp.

Nick Colarelli

printed name

Branch Manager

title

ATTACHMENT 'A'

**REQUEST FOR PROPOSAL AND RESPONSE, INCLUDING
PRICING AND PRODUCT SPECIFICATIONS**