

RESOLUTION # 20-006

RESOLUTION AUTHORIZING EXECUTION
OF 3-YEAR CONTRACT FOR
UNIFORM RENTAL SERVICES

WHEREAS, the Rockaway Valley Regional Sewerage Authority (hereinafter "RVRSA") desires to enter into a 3-year contract for the provision of UNIFORM RENTAL services for rank and file employees of the RVRSA; and

WHEREAS, the RVRSA is a member of the National Cooperative Purchasing group "Sourcewell"; and

WHEREAS, local contract law requires that the RVRSA solicit for quotes prior to award of a contract under a National Cooperative Purchasing Group; and

WHEREAS, the RVRSA solicited quotes to provide uniform rental services to the RVRSA, for a three-year period; and

WHEREAS, pursuant to NJSA 40A:11-15(32) Laundry service and the rental, supply and cleaning of uniforms contracts may be entered into for any term of not more than three years; and

WHEREAS, the quote of UniFirst, having offices at 54 S. Jefferson Road, Whippany, NJ, being the apparent lowest quote, was reviewed by the Authority's Staff to determine compliance with the specifications; and

WHEREAS, based upon its review of the quoted price proposed, the Authority has determined that it would be in the best interests of the Authority to award a contract to UniFirst Corporation, for a term of 3-years in accordance with the Unifirst Service proposal, dated January 7, 2020, attached and made a part

hereof, including a maximum price increase of 5% applicable to years 2 and 3, subject to the availability of financing therefore; and

WHEREAS, the CFO has certified that sufficient funds are available in line item 01-506-080 for months 1 to 12.

NOW, THEREFORE, BE IT RESOLVED by the Rockaway Valley Regional Sewerage Authority as follows:

1. The competitive quote for Uniform Rental Services from UniFirst Corporation, 54 S. Jefferson Rd., Whippany, be accepted in accordance with the proposal which is attached and made a part of herein.
2. The Executive Director is authorized and directed to execute a contract for supplying Uniform Rental Services to UniFirst Corporation, subject to the availability of financing for months 13 to 36, in accordance with the Customer Service proposal for the same submitted January 7, 2020.
3. A copy of the resolution and contract shall be kept available for public inspection at the RVRSA office at the Administration Building, 99 Green Bank Road, Parsippany, and New Jersey.
4. This resolution shall take effect as provided by law.

I hereby certify that this Resolution was adopted at a meeting of the Rockaway Valley Regional Sewerage Authority held on January 9, 2020.

On motion of Glenn Corbett

Seconded by Michael Guadagno

And a Roll Call Vote as Follows:

Yeas: (10) Andes, Cegelka, Corbett, Guadagno, Isselin, Lowell, Recchia, Rossi, Schorno, Zuppa

Nays: (0)

Abstain: (0)

Absent: (0)

A handwritten signature in blue ink that reads "Michael Guadagno". The signature is written in a cursive style with a horizontal line underneath the name.

Michael Guadagno
Secretary

INSTALLATION DATE _____ MM/DD/YYYY

COMPANY NAME (Customer) _____ LOC. NO. _____
 ADDRESS _____ ROUTE NO. _____
 _____ DATE _____
 PHONE _____ SIC/NAICS _____

[illegible]

CHARGE	AMOUNT
Garment preparation per piece	
Name emblem per piece	
Company emblem per piece	
Direct Embroidery: Wearer name per piece	
Company name per piece	
DEFE (See description on reverse side)	

CHARGE	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	
Automatic Linen Replacement	

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☐

COMMENTS

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all Customer Service Agreement Terms above and on Page 2* and attests to have the authority to execute for the named CUSTOMER and to approve use of any personalization – including logos or brand identities – that has been requested.

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

LOCATION MANAGER (Print Name and Title)

ACCEPTED: _____
 CUSTOMER (Signature) DATE

CUSTOMER (Print Name and Title)

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise

Merchandise which is Val-U-Leased is not cleaned by UniFirst.

³ Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion

⁴ All returned checks and declined credit/debit cards subject to \$35 processing fee

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

6 Customer Service Agreement Terms on Page 2 must be signed by CUSTOMER and must accompany all copies of Customer Service Agreement

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. The Customer orders from UniFirst Corp. ("UniFirst") rental and related services for all of Customer's requirements for garments and other items ("Merchandise") of the type listed on the reverse, at the prices and upon the terms and conditions outlined. Additional Merchandise requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed its quality standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and set-up charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in services and/or quality of Merchandise unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least sixty (60) days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within sixty (60) days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst; providing that all previous balances due UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the service provided for in this Agreement, by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or of any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60 month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. All charges are based upon the total Merchandise covered by this Agreement and may change as the amount of such Merchandise is increased or decreased. Any Merchandise payments required pursuant to this Agreement will be at UniFirst's list replacement price(s) then in effect. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within ten days after receipt of such notice or notation.

Prices are based on fifty-two weeks of service per year. Customer agrees to pay all charges on receipt of invoice or, if a pre-approved charge customer, per standard terms. A late charge of 1 1/2% per month (18% per year) will be added to all amounts not paid within thirty days of invoice. If Customer fails to make timely payment, UniFirst, may at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections.

Flame Resistant. If the Merchandise supplied is designated as flame resistant ("FR"), it is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR garments will not provide significant protection from burns in the immediate area of high heat contact, due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR garments are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility. If the Merchandise supplied is visibility wear, it is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that the garments alone do not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The garments supplied satisfied particular Class I, Class II or Class III ANSI/SEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of visibility Merchandise will adversely affect its conspicuity.

Healthcare/Food-Related. Healthcare and food-related customers acknowledge that (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for Customer's needs, and (2) optional poly-bagging" is recommended to reduce the risk of cross-contamination of Merchandise and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process. ("Poly-bag services incur additional charges.")

Customer agrees to notify all employees that the Merchandise is for general occupational use and, except for FR or visibility garments, affords no special wearer protections. Customer further agrees to notify all employees who will be wearing FR or visibility garments that such garments provide only limited protection as set forth herein and only under certain conditions. In addition, Customer acknowledges that (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses, (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use, (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation FR and visibility garments), and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair.

If any Merchandise supplied hereunder is Merchandise that (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand), (2) consists of non-UniFirst manufactured or customized FR garments, or (3) consists of garments that have been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's service program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

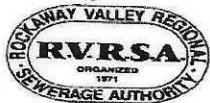
As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all Standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

All disputes of whatever kind between Customer and UniFirst based upon past, present or future acts, whether known or unknown, and arising out of or relating to the negotiation, formation or performance of this Agreement shall be resolved exclusively by final and binding arbitration. The arbitration shall be conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed to by Customer and UniFirst) pursuant to the Expedited Procedures of the Commercial Arbitration Rules of the American Arbitration Association and shall be governed by the Federal Arbitration Act. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding. This paragraph is governed by New York law (exclusive of choice of law). The arbitrators shall award to the substantially prevailing party, if any, as determined by the arbitrators, all of its costs and fees. "Costs and fees" are defined as all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative costs, travel expenses, out-of-pocket expenses, such as copying and telephone expenses, court costs, witness fees, and attorneys' fees.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to a Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein, means UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)



Rockaway Valley Regional Sewerage Authority

Quotation Record Form

Department: Operations Name: Mario Bonaccorso Date: 1/2/2020

Quote by: Telephone X Fax E-Mail X Letter/Catalog

Vendor # 1

Contract No. Sourcewell ID # 25636
Morris County Co-op No.
Company Name: UniFirst
Address: 54 S Jefferson Rd., Whippany
Phone No. 973-739-9105 Contact Person: Tom De Maio
Materials or Service: Uniform Rental
Price: Weekly \$148.31 Annual \$7,712.12
Delivery Time:

Vendor# 2

State Contract No.
Morris County Co-op No.
Company Name: Cintas
Address: 546 Green Lane, Union NJ
Phone No. 908-737-0800 Contact Person: Daryl Kallenberg
Materials or Service: Uniform Service
Price: Weekly \$ 156.01 Annual \$8112.52
Delivery Time:

Vendor# 3

State Contract No.
Morris County Co-op No.
Company Name:
Address:
Phone No. Contact Person:
Materials or Service:
Price:
Delivery Time:

These Quotes are required on any purchase over \$5,400.00 per year for service or supply. Be sure all information has been completed and a PO voucher issued before ordering. All purchases over \$36,000.00 dollars must be publically bid

Quotes taken by: Mario Bonaccorso

September 4, 2019

Uniform Service Proposal for

RVRSA



54 S Jefferson Rd, Whippany

FULL SERVICE RENTAL PROGRAM

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
0102	LS 65/35 work shirt	247	13	\$ 0.14	\$ 34.58
10ai	cargo pants	247	13	\$ 0.24	\$ 59.28
0202	SS 65/35 work shirt	133	7	\$ 0.12	\$ 15.96
1527	jacket	38	2	\$ 0.38	\$ 14.44
Wearer Group A Weekly Per Person Total					\$ 124.26

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
2524	lab coat	33	11	\$ 0.14	\$ 4.62
					\$ -
					\$ -
Wearer Group B Weekly Per Person Total					\$ 4.62

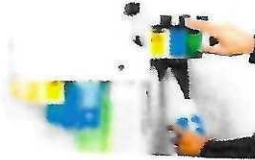
FULL SERVICE RENTAL PROGRAM - WEEKLY FACILITY SERVICES

UniFirst Code	Item Description	Total Inventory	Weekly Qty	Unit Rate	Weekly Total
8523	turk towl 20x40	50	50	\$ 0.11	\$ 5.50
8438	microfiber towels	50	50	\$ 0.07	\$ 3.50
	DEFE (deliver charge)	1	1	\$ 2.50	\$ 2.50
	towel replacement 2%	1	1	\$ 0.11	\$ 0.11
	towel replacement 2%	1	1	\$ 0.07	\$ 0.07
	3x5 mat	3	3	\$ 1.25	\$ 3.75
	4x6 mat	2	2	\$ 2.00	\$ 4.00
					\$ -
Facility Sevices Weekly Total					\$ 19.43

WEEKLY TOTAL FOR UNIFORM PROGRAM \$148.31
 YEARLY TOTAL FOR UNIFORM PROGRAM \$7,712.12

Full Rental Services Include:

- > Sizing with Sample Garments to Ensure a Comfortable Fit.
- > Garments Inspected Weekly for Items in Need of Repair or Replacement.
- > Garments Repaired at No Additional Charge.



RVRS

Uniforms	Per Piece	Wearers	Total
Comfort Shirt	\$ 0.13	247	\$ 32.11
Comfort Shirt SS	\$ 0.13	133	\$ 17.29
Cargo Pant	\$ 0.24	247	\$ 59.28
Hip Length Coat	\$ 0.31	38	\$ 11.78
Lab Coat	\$ 0.18	33	\$ 5.94
Microfiber	\$ 0.15	50	\$ 7.50
Microfiber LR	\$ 0.50	5	\$ 2.50
Towel	\$ 0.12	50	\$ 6.00
Towel LR	\$ 0.50	5	\$ 2.50
3x5 Mat	\$ 2.03	3	\$ 6.09
4x6 Mat	\$ 2.51	2	\$ 5.02
Service Charge	\$	1	\$
			\$ 156.01

Program Includes

- Personalized Measuring and Fitting
- Upgrades and Replacements - No Charge
- New employees started on request
- Repairs - No Charge
- New employees discontinued on request
- Weekly inventory check sheet

Additional Benefits

- Local Customer Service Support
- Minimize CO, TO, TA, management and employee involvement
- Frequent uniform replacement
- No upfront investment
- One week turnaround for new employees

x 52 wks = \$8112.52