

AGREEMENT

State of Texas §

County of Nueces §

This agreement made and entered into this _____ day of _____, 20____, by and between _____, a corporation organized and existing under the laws of the State of Texas, hereinafter called "Contractor" and **NUECES COUNTY**, Texas, hereinafter called "County".

Whereas, County put out for bid project no. IFB 3054-17, herein "IFB", for Uniform Rentals, Floor Mats, Shop Towels, Linens and Scrubs;

Now therefore, that the Contractor and the County for the considerations stated herein mutually agree as follows:

ARTICLE I THE CONTRACT PRICE

The contract amount for goods and service will remain the same as the bid amount quoted for the initial twenty-four (24) months. Renewal unit bid prices must be confirmed no later than ninety (90) days prior to contract anniversary date. Bidder must provide proof of increase or decrease in labor, materials, insurance, etc., at the time of the renewal request. Written documentation in the form of payroll records, receipts of materials, etc., shall be submitted to the County for approval in order to substantiate the increase/decrease at least thirty (30) days prior to change. Any increase in price shall not be more than five (5%) percent.

Price Escalation

Price escalation will be considered by the Purchasing Agent when the Contractor can show cause substantiating the need for an increase. The Contractor will be required to furnish a certified statement or affidavit which states that the increase represents the costs for items only by submitting evidence from the suppliers which details the pricing changes, the effective date for the change and any other information requested by the Purchasing Agent to verify the price change.

If approved by the Commissioners Court, a properly executed contract modification must be signed by the Contractor and the County to reflect the price change and the effective date for the change. Original bid prices are in effect until the modification has been fully executed and released by the Contractor unless the modification specifies an effective date for the agreed upon price change.

Any items delivered by the Contractor at the new price, without a properly executed contract modification signed by the County, are made at the Contractor's risk. Consequently, in the event that such modification is not executed by the County, the Contractor hereby releases the County from any liability whatsoever to pay for delivered items at the new price prior to the Contractor's receipt of the fully signed modification.

The Purchasing Agent reserves the right to seek competitive pricing information on said item(s) from other suppliers and to procure such item(s) in a manner which serves the best interest of the County.

Prices are not subject to change for the initial twenty-four (24) months of the contract period.

Price Reduction

If at any time after the date of the bid or offer the Contractor makes a general price reduction in the comparable price of any item covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purposes of this provision, a "general price reduction" shall mean any horizontal reduction in the price of any item listed in contract documents offered (1) to Contractor's customer generally, or (2) in the Contractor's price schedule for the class of customers. The Contractor shall invoice the County at such reduced prices indicating on the invoice that the reduction is pursuant to the "Price Reduction" provision of the contract documents. The Contractor, in addition, shall within ten (10) calendar days of any general price reduction notify the Purchasing Agent of Nueces County of such reduction by letter. Failure to do so may require termination of the contract.

ARTICLE II CONTRACT TIME

The duration of the contract: an initial term period of twenty-four (24) months with the option to renew. Each renewal, if mutually acceptable to the Contractor and Nueces County, will be in twelve (12) month increments, not to exceed three (3) additional years past the initial term. The contract shall begin upon Commissioners Court execution of contract documents.

Contractor recognizes that the services under this agreement are vital to County and must be continued without interruption. Upon term expiration or early termination, Contractor must continue services on a month to month basis, by mutual agreement, until the new Contractor is ready to provide the service.

The contract under this IFB shall remain in effect until contract expiration or termination.

Either party may terminate this contract with a sixty (60) day written notice; however, the County can only terminate the contract within the first year if Contractor breaches any term of the contract or if the Commissioners Court does not approve a budget for the services provided by this Contractor. If there is a breach of a term, the breaching Contractor shall be given the opportunity to cure the breach within ninety (90) days from written notice of the breach.

ARTICLE III CONTRACT

The Executed Contract Documents shall consist of the following:

- | | |
|-------------------------------------|----------------------------|
| 1. This Agreement | 5. Instructions to Bidders |
| 2. Addenda, required if issued | 6. General Requirements |
| 3. Specifications | 7. Advertisement for Bids |
| 4. Signed Copy of Bid Response Form | |

THIS AGREEMENT, together with the other documents enumerated in ARTICLE III, which said other documents are fully a part of the Contract as if hereto attached or herein repeated, forms the Contract. In case of conflicts with any provision of any other component part, the provision of the component part first enumerated in the ARTICLE III shall govern, except as otherwise specifically stated.

**ARTICLE IV
GOVERNING LAW AND VENUE**

The governing law shall be the laws of the State of Texas. Venue is specifically set by agreement of the parties in a court of competent jurisdiction in Nueces County, Texas.

**ARTICLE V
CONTRIBUTIONS**

It is expressly understood by County and Contractor, that from the date of award of contractor bid to one year after termination or expiration of contract term, it is prohibited for any county official or employee thereof, to receive gifts described by Section 5.02 of the County Personnel or Civil Service Rules, and or campaign or political contribution regardless of amount from contractor or principal owners of said contractor. County official is defined as those individuals described as county and precinct officers in Subchapter B of Chapter 152 of the Local Government Code. Contractor is furthermore prohibited from making political, campaign, or personal contributions to candidates for county and precinct office from the date of award of contractor bid to one year after termination or expiration of contract term. It is also prohibited for contractor to contribute to employee associations or for the benefit of groups of employees.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in **three (3) original copies** on the day and year first above written.

COUNTY
Nueces County
 By: _____
 Samuel Loyd Neal, Jr.
 Title: County Judge

ATTEST

 By: _____
 Kara Sands
 Title: Nueces County Clerk

CONTRACTOR
UNI FIRST
 By: Karl Guant
 Title: GENERAL MANAGER
UNI FIRST
 By: Charles M. Gera
 Title: Office Administrator

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-281013

Date Filed:
11/07/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

UniFirst
Corpus Christi, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Nueces County Purchasing

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

IFB 3954-17
Uniform Rental

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
UniFirst	Corpus Christi, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Karl Granato
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Karl Granato, this the 8th day of November, 2017, to certify which, witness my hand and seal of office.

Stephanie Ann Swinney
Signature of officer administering oath

Stephanie Ann Swinney
Printed name of officer administering oath

Notary
Title of officer administering oath