R-25- 167

RESOLUTION NO. _____

A RESOLUTION AMENDING RESOLUTION NO. 11093, WHICH WAIVED FORMAL BIDDING REQUIREMENTS AND AUTHORIZED PAYMENT TO UNIFIRST CORPORATION FOR THE PURCHASE OF UNIFORMS AND RELATED SERVICES FOR THE NORTH LITTLE ROCK PUBLIC WORKS DEPARTMENTS; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MULTI-YEAR AGREEMENT FOR THE SUBJECT SERVICES; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Resolution No. 11093 (adopted on July 14, 2025), the City Council of North Little Rock ("City Council") waived bidding requirements and authorized the purchase of uniforms and related services from UniFirst Corporation on an as-needed basis; and

WHEREAS, due to a misunderstanding, formal bidding was only waived for a term of one (1) year; and

WHEREAS, it is in the best interests of the City to amend Resolution No. 11093, and authorize the Mayor and City Clerk to enter into a multi-year agreement for the purchase of uniforms and related services from UniFirst Corporation on an as-needed basis, not to exceed five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That Section 1 of Resolution No. 11093 is hereby waived as follows:

Editor's note: Changes are denoted in **bold**. Deletions are denoted in red by ~~strikethrough~~ and additions in blue by underline.

> SECTION 1: That formal bidding is hereby waived in connection with the purchase of uniforms and related services from UniFirst Corporation on an as-needed basis ~~**for one (1) year**~~**, for a term not to exceed five (5) years.**

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into a multi-year agreement (substantially similar to Exhibit A) with UniFirst Corporation for the subject services; with all contracts/agreements to be reviewed and approved by the City Attorney prior to execution.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

Mayor Terry C. Hartwick

ATTEST:

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:00 A.M. _____ P.M.

By Amy Fields

DATE 10-7-25

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY

EXHIBIT
A

CONTRACT
FOR
PROFESSIONAL UNIFORM SERVICES

This Contract entered into by and between the City of North Little Rock, AR, (the "City") and UniFirst Corp, (the "Contractor") is effective on the date signed by the City (the "Effective Date").

RECITALS

WHEREAS, pursuant to Ark. Code Ann. § 14-58-104(20)(C), the City Council may purchase goods or services if the governing body has approved by resolution the purchase of goods or services through procurement procedures used by an association of governments or governmental agencies ("cooperative purchasing agreements"); and

WHEREAS, Ark. Code Ann. § I 4-58-303(b)(2)(8) provides that the City Council by resolution may waive the competitive bidding for purchases exceeding the amount of $42,921 where bidding is not feasible or practical, or as provided under § 14-58-104; and

WHEREAS, pursuant to Resolution No. 11093, the City has waived formal bidding in connection with the purchase of uniforms and related services from Unifirst Corporation on an as-needed basis for an Initial Term of not to exceed 60 months, with two (2) one year extensions upon mutual agreement of the parties; and

WHEREAS, pursuant to Resolution No. 10966, the City has entered into a cooperative purchasing agreement with Sourcewell;

WHEREAS, UniFirst Corporation ("UniFirst"), 201 Murphy Drive, Maumelle, Arkansas 72113, is a member of Sourcewell that provides uniforms and related cleaning services (see attached executed contract, in pertinent part, as Exhibit A); and

WHEREAS, the City seeks to enter into an agreement with UniFirst for these services for the Traffic, Sanitation, Street, and Vehicle Maintenance Departments (collectively, the "Public Works Departments"); and

WHEREAS, the funds for this service have been duly authorized and appropriated through the respective budget of each of the Public Works Departments, as needed; and

DRAFT

WHEREAS, Contractor was selected to perform the services based the opinion of the City that the best interest of the City would be served thereby.

WITNESSETH that the Customer and UniFirst, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE 1
SCOPE OF CONTRACT AND CONTRACT DOCUMENTS

A Scope of Contract

UniFirst will provide Customer with the rental garments and/or other items and related pickup-delivery and maintenance services for all of Customer's requirements therefore, at the locations now or hereinafter identified of the type specified ("Merchandise"), and at the prices set forth in the Proposal dated April 28, 2025 ("Proposal") attached hereto as Exhibit "B," and incorporated herein, and upon the terms and conditions set forth herein. City agrees that UniFirst is its exclusive provider of rented and/or leased Merchandise and related services as it relates to the City of North Little Rock Traffic and Safety, Sanitation, Street and Vehicle Maintenance employees, and that all rented or leased Merchandise will remain the property of UniFirst.

B Contract Documents.

The Contract Documents shall consist of the fully executed Contract, and the following:

(a) The Proposal dated April 28, 2025; and

(b) Any subsequent written Amendment to this Contract.

ARTICLE 2
PURCHASE PRICE AND TERM

A Purchase Price and Term.

City shall pay Contractor for the Merchandise as referenced in Exhibit "B." The North Little Rock City Council has waived formal bidding in connection with the purchase of uniforms and related services from Unifirst Corporation on an as-needed basis for an Initial Term of 36 months, with two (2) one year extensions. Unifirst acknowledges and agrees to the "Event of Non-Appropriation" term in Section D, which is required for multi-year contracts. The Initial Term of this Contract will commence following the Effective Date of this Contract, and the City shall have the option to renew the Contract for two (2) one-year terms upon written notice to Unifirst ninety (90) days prior to the expiration of each subsequent Term (the "Extension Term"). Written notice may be provided by electronic mail, with proof of delivery, certified mail, return receipt requested, or overnight delivery, with proof of delivery.

B Payments and Prices. Payment for the Merchandise shall be made by Customer to Contractor on a monthly basis. All invoices submitted to Customer by UniFirst shall list in detail the Merchandise provided. Customer is responsible for all sales and use taxes. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges.

During the Initial Term, the prices then in effect shall remain the same. If Customer opts to extend the Agreement in accordance with the terms of this Agreement, the prices then in effect may be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOOSAG, other goods and services, or by 5% during the Extension Term. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice, during the Extension Term. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Notwithstanding the foregoing, Customer agrees to pay a minimum weekly charge equal to 75% of the initial weekly install value for each Location. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. 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.

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.

C DEFE Charge. Customer's invoices may also 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 Merchandise to Customer's place 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.

D Event of Non-Appropriation. Customer, a governmental entity, represents and warrants to UniFirst that the fiscal year of Customer is January 1 to December 31 of each calendar year (the "***Fiscal Year***"). UniFirst and Customer expressly acknowledge and agree that it is their express intent to comply with all State of Arkansas laws concerning the sufficiency of Customer's appropriations and the legal ability of Customer to enter into binding contracts and agreements. In accordance with Ark. Const. Article 12, Section 4, UniFirst and Customer hereby expressly acknowledge and agree that the obligation of Customer to pay fees for services (as such service fees are defined in Section 2) in any Fiscal Year under this Contract is executory to the extent of amounts appropriated for and legally available to Customer for such purposes during such Fiscal

Year. Customer's obligations to pay fees for services under this Contract shall be from Fiscal Year to Fiscal Year only and shall not constitute a mandatory charge or requirement in any ensuing Fiscal Year after December 31, 2026. No provision of this Contract shall be construed or interpreted as creating a general obligation or other indebtedness of Customer within the meaning of any constitutional or statutory debt limitation. If by December 31 of any Fiscal Year, Customer has failed, for any reason, to obtain an appropriation of sufficient legally available amounts to be used to pay fees for services that will be due hereunder for and during the next ensuing Fiscal Year, then an "***Event of Non-Appropriation***" shall be deemed to have occurred on the first calendar day thereafter; provided, however, that no Event of Non-Appropriation shall be deemed to have occurred if the foregoing failure is cured by enactment of an appropriation providing sufficient legally available amounts to Customer, or Customer otherwise making sufficient money available, to pay fees for services that will be due hereunder for and during such Fiscal Year. Upon an Event of Non-Appropriation, either Customer or UniFirst may terminate this Agreement with respect to the next ensuing and all subsequent Fiscal Years effective upon written notice to the other party (a "***Non-Appropriation Termination***"). Upon the occurrence of a Non-Appropriation Termination, this Contract shall automatically expire at the end of the then-current Fiscal Year and neither party shall have any further obligations under this Contract after the effective date of termination except those that expressly survive expiration or earlier termination of this Contract. In such case, the sole remedy of the Contractor shall be payment for, without duplication of any items:

.1 Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination; and

.2 Documented Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work.

ARTICLE 3
MERCHANDISE

E Merchandise. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further 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 Flame Resistant and Visibility Merchandise); 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.

(1) *Flame Resistant* ("FR") *Merchandise* supplied hereunder 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 items 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 items 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.

(2) *Visibility Merchandise* 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 Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

(3) *Healthcare/Food-Related* Customer acknowledges 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 individual 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.)*

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 Merchandise; or (3) consists of Merchandise that has 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 or Location 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.

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. 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. If Customer terminates this Agreement after the effective date but prior to installation, Customer shall pay UniFirst for all Merchandise ordered between the effective date and Customer's termination date, at the replacement charges then in effect.

ARTICLE 4
OBLIGATIONS AND REMEDIES

F. Obligations and Remedies. If Customer breaches or terminates this Agreement, in whole or in part, 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 (or as many weeks as UniFirst provided service if fewer than 26), multiplied by the number of weeks remaining in the current fiscal year . 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. If termination is due to an Event of Non-Appropriation, Customer shall pay Unifirst in accordance with the terms provided in Section D.

(1) Termination by Customer. Customer may terminate this Contract for cause, including, but not limited to, the following reasons:

(a) for material deficiencies in service by informing UniFirst in writing of the precise nature of the service deficiencies; or
(b) UniFirst breaches any material representation or warranty made by UniFirst herein.

For any of the above reasons, UniFirst will be given thirty (30) business days to correct or begin to correct the deficiencies and, if UniFirst fails to correct identified deficienciesas Customer may exercise its right to terminate the Contract by giving UniFirst written notice (by certified mail, return receipt requested to the Location Manager) containing an explanation of the material deficiencies that Contractor has not or begun to correct. If not cured within the specified time, the Customer may withhold any payments due to UniFirst up to the termination date in order to defray any documented costs of replacing the services of UniFirst in accordance with the specifications in Exhibit B.

ARTICLE 5
WARRANTIES AND REPRESENTATIONS

G. Warranties and Representations.

(1) Compliance with Laws. UniFirst represents and warrants that UniFirst will comply with all laws applicable to the performance of its obligations under this Contract and to the provision of the Services.

(2) Performance Warranty. UniFirst represents and warrants that it will provide regularly scheduled deliveries of rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge.

H. Governing Law and Venue. This Agreement shall be governed by Arkansas law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s) in Pulaski County, Arkansas. To the extent permitted by Arkansas law as to governmental entities, all negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by litigation in the Circuit Court of Pulaski County, Arkansas or the United States District Court for the Eastern District, Little Rock Division. Costs and reasonable attorney's fees of the prevailing party shall be determined in accordance with Arkansas law.

I. Miscellaneous. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to 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.

J. Filing. A. This document shall be filed in the official records of the City Clerk of the City of North Little Rock, Arkansas. Either party may additionally file this document in any other governmental office deemed appropriate; however, the parties waive all claims and defenses in law or equity based upon such additional filing.

[Signatures on the Next Page]

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

City of North Little Rock

By: _____
Terry C. Hartwick, Mayor

_____ _____
Date

UniFirst, Corp

By: _____
Kelly Ott, Sales Representative

_____
Date

ATTEST:

_____
Diane Whitbey, City Clerk

_____
Date

Contract reviewed and approved as to form by:

CITY OF NORTH LITTLE ROCK

Amy Beckman Fields
City Attorney

BY: _____
Deputy City Attorney

_____
Date

DRAFT