



BOARD OF EDUCATION AMENDMENT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kelly Flannery, Director
Metropolitan Department of Finance

Contract Number: 7501298 Contractor: UniFirst Corp.
Sourcing Method: Amendment of a Previously Board Approved Contract
Start Date: 3/29/2023 End Date: 3/28/2028
Address: 813 Massman Dr. City: Nashville State: TN Zip: 37210
Supplier Number: 3745 Supplier Email: Connor_Wise@unifirst.com

PURPOSE OF CONTRACT:

Amendment #1 updates the Customer Service Agreement to include the provision of uniform rentals and shop towels, extends the contract term, and increases the contract value. The contract is for the provision and servicing of floor mats and uniforms.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **3/28/2023**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:
Amount expected to receive: Business unit to which it will be deposited:
Are matching funds required? **No** If yes, amount of obligation:
If yes, specify fund that is being obligated:

AMENDMENT FINANCIAL SUMMARY:

The additional funding obligated by the amendment: \$350,000.00
The not to exceed contract value is: \$600,000.00

BUDGET INFORMATION:

Account number: 80101085.502920.6300499 (Maintenance) Fund number: 35131
80101022.502920.4160599 (Transportation)

kk R

MNPS Contact Person: Louis Burnett and Dewayne Ferrell
Email Address: Louis.Burnett@mnps.org
Dewayne.Ferrell@mnps.org

Contract Agent: Kevin Edwards
Email Address: Kevin.Edwards@mnps.org

**AMENDMENT NUMBER 1 TO
METROPOLITAN NASHVILLE PUBLIC SCHOOLS CONTRACT
WITH
UNIFIRST CORP
FOR
PURCHASE OF GOODS/SERVICES**

This amendment is entered into by and between the **Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Nashville Public Schools** ("MBPE" or "MNPS") and **UniFirst Corp.** ("Contractor").

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement filed with the Metro Clerk's Office on November 4, 2020, MBPE Contract #7501298, collectively hereinafter the "Contract", the parties hereby agree as set forth below.

1. Contractor's Customer Service Agreement with MNPS Mandatory Addendum is hereby removed and replaced with the revised Customer Service Agreement with MNPS Mandatory Addendum, attached hereto. This revised version of the Customer Service Agreement now includes pricing for uniform rentals and shop towels, which are also covered under Contractor's Sourcewell Cooperative Contract #040920-UFC.
2. The term of this agreement is hereby extended until March 28, 2028.
3. The not-to-exceed contract value is hereby increased from \$250,000 up to \$600,000.
4. Subject to the modifications set forth in this Amendment, the above-referenced Contract between the parties is hereby ratified and confirmed.
5. This Amendment shall not be binding upon the parties until it has been signed first by the authorized representatives of Contractor, by the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

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CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer)

Metropolitan Nashville Public Schools

LOC. NO.

ADDRESS

2601 Bransford Avenue

ROUTE NO.

Nashville, TN 37204

DATE

PHONE

615-313-0404

SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
LS Oil Block Ripstop Shirt					.35			
SS Oil Block Ripstop Shirt					.35			
Mimix Pant					.43			
Performance Jacket					.55			
Shop Towels					.07			
3x5 Mat					2.10			
4x6 Mat					3.36			
3x5 Scraper					2.10			
4x6 Scraper					3.36			
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	.75
Name emblem per piece	.45
Company emblem per piece	1.50
Direct Embroidery: Wearer name per piece	
Company name per piece	

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	
Special cuts per piece	
Restock/Exchange per piece	
Automatic Wiper Replacement	2% at \$.45
Automatic Linen Replacement	
DEFE (See description on reverse side)	3.50

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

COMMENTS

Attach to Sourcewell Agreement Association Code: JPX

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

SALES REP: Chris Smith3/17/2023 | 8:56 AM CDT

SALES REP (Print Name)DATE

ACCEPTED⁵: Chris Smith3/17/2023 | 8:56 AM CDT

LOCATION MANAGER (Signature)DATE

Chris Smith

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to the attached Customer Service Agreement Terms 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.

ACCEPTED: Kevin Edwards3/17/2023 | 8:42 AM CDT

CUSTOMER (Signature)DATE

Kevin Edwards

Director of Procurement

CUSTOMER (Print Name and Title)

Kevin.Edwards@mnp.org

EMAIL

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

² 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.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ LOCAL UNIFIRST COPY (SCANNED COPY TO CORPORATE OFFICE) ☐ CUSTOMER COPY

Form # CS-3F-P-03/2023

ARCHIVE

CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services 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 industry 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 setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services 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 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 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 to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services 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 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. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. 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: CUUROOOOSAG, 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 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 and minimum weekly charge 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. 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. 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 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.

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. 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.

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.

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.

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 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.

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.

This Agreement shall be governed by Massachusetts 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). 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 final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed), pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association, and governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees, and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. 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.

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. 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 this 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 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.

Mandatory Addendum to All MNPS Contracts

This Addendum between the Metropolitan Government of Nashville and Davidson County by and through the Metropolitan Board of Public Education (“MNPS” or “MBPE”) and UniFirst Corp. (“Contractor”) is an integral part of the contract. Contractor acknowledges that MNPS is part of a metropolitan form of government and is subject to the laws of the State of Tennessee governing actions of public agencies. Contractor further acknowledges that MNPS does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. The term of this contract is limited to a maximum of 60 months (5 years). In no instance may services be rendered after that date. If services are supplied beyond the agreed upon term, MNPS is not responsible for payment. A new contract must be sought prior to the expiration date to ensure continued service.
2. MNPS contracts are governed by the laws of the State of Tennessee. Any provision that purports to set venue outside of the State of Tennessee is deleted.
U.S. Const. Amend XI; Tenn. Code Ann. §§ 20-4-107, 29-20-308.
3. MNPS does not waive its sovereign immunity established under Tenn. Code Ann. §§ 20-13-102, 29-20-201 et seq. MNPS shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
4. MNPS does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
5. Any references to MNPS waiving its right to a trial by jury are deleted.
Tenn. Const. Art. I, § 6.
6. MNPS does not agree to any provisions wherein the credit of the State of Tennessee is pledged or loaned in aid of any person, association, or corporation.
Tenn. Const. Art. II, § 29; Tenn. AG Op., Summers (May 6, 2006).
7. Any references to payment of attorney’s fees by MNPS are deleted.
Tenn. Code Ann. §§ 20-12-119(c)(5)(A), 29-20-113.
8. MNPS does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
Metro Government of Nashville and Davidson County, Tennessee Charter Sec. 2.01; Tenn. Code Ann. § 12-4-901 et seq.

9. Any references to MNPS limiting MNPS' damages to the contract price or any other set amount are deleted.
Tenn. Code Ann. §§ 29-39-104, 29-10-104
10. Any references to MNPS indemnifying or holding harmless the Contractor or any other party are deleted.
Tenn. Code Ann. §§ 62-6-123, 7-59-318; Tenn. A.G. Op. 93-01 (January 1993)
11. Any provisions limiting the time for MNPS to pursue legal action are deleted.
Tenn. Code Ann. §§ 28-1-102, 28-3-101 et seq, 47-2-725(1)
12. Any references to MNPS waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.
Tenn. Code Ann. §§ 28-3-105 & 109; 47-2-725; *Joe Patton Rogers v. Bradley Dean Hadju*, No. W2016-00850-COA-R3-CV, 2017 WL 1077059 (Tenn.Ct.App. 2017)
13. Any references to MNPS limiting damages, remedies or waiving any claim are deleted.
Tenn. Code Ann. § 29-20-201 et seq; Tenn. A.G. Op. 93-01 (January 1993)
14. Any provisions giving the Contractor exclusive control over litigation are deleted. MNPS does not agree that Contractor may represent, prosecute or defend legal actions in the name of MNPS.
Tenn. Code Ann. § 20-13-101 et seq.
15. MNPS does not submit to any binding arbitration, and as such any references to MNPS submitting to binding arbitration are deleted.
Tenn. Code Ann. § 29-5-102.
16. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability to MNPS or allow Contractor to waive any applicable warranties (express or implied) are deleted.
Tenn. Code Ann. §§ 47-2-313, 47-2-315.
17. Any references to MNPS limiting or waiving any common law warranty are deleted. The extent of local governmental liability is defined by Tenn. Code Ann. § 29-20-201 et seq.
18. MNPS does not make any warranty.
Tenn. Code Ann. § 29-20-201 et seq.
19. MNPS will make reasonable efforts to deliver payments to Contractor within thirty (30) days but no later than sixty (60) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires MNPS pay Contractor any late charges is hereby removed.

20. MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.
21. Contractor represents and warrants that it will ensure its compliance with the Tennessee Lawful Employment Act, Tenn. Code Ann. § 50-1-701, et seq., Education Truth in Reporting and Employee Protection Act of 1989 codified in Tennessee Code Annotated section 49-50-1401, and Tennessee Code Annotated section 49-5-413, and will register and participate in the status verification system for all newly hired employees. Any provision penalizing MNPS for hiring an employee who works for the Contractor is deleted.
22. MNPS is an equal opportunity employer. Executive order 11246 requires that MNPS do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with MNPS, Contractor agrees to be bound by provisions of Section 202 of Executive Order 11,246, as amended and Executive Orders 11,701, 11,625 and 11,758 which prohibits discrimination on the basis of race, color, religion, sex, national origin, or veteran status.
23. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this contract effective upon a date specified in a Termination Notice; or (2) continue this contract by reducing, through written notice to Contractor, the amount of this contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this contract.
24. Contractor shall comply, and shall assure that any of its subcontractors performing work under this contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

When applying for the background check defined above, Contractor's employees and subcontractors must specify their firm's ORI code (TNXXXXXX) for results reporting and provide MNPS with the green light letter per employee.

The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.

25. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106.

Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a Contractor or subcontractor under MNPS contracts.

26. In accordance with the Boycott of Israel Act (Tennessee Code Annotated Title 12, Chapter 4, Part 1), Contractor certifies that it is not currently engaged in and, for the duration of the Contract, will not engage in a boycott of Israel. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under MNPS contracts.
27. Any provision requiring MNPS to name the contractor as an additional insured is deleted.
28. MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A.; 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.
29. During the term of this contract, Contractor shall, at its sole expense, obtain and maintain in full force and effect for the duration of this contract, including any extension(s), the types and amounts of insurance identified below.

Proof of insurance shall be required naming the METROPOLITAN NASHVILLE PUBLIC SCHOOLS, 2601 BRANSFORD AVENUE, NASHVILLE, TN 37204 as additional insured on the general liability policy and identifying either the project name, Purchase Order, or Contract number on the ACORD document.

A certificate of insurance, in a form satisfactory to MNPS, evidencing said coverage shall be provided to MNPS prior to commencement of performance of this Contract. Throughout the term of this Contract, Contractor shall provide an updated certificate of insurance upon expiration of the current certificate.

Contractor shall also assure that any subcontractors of Contractor who perform work under this Contract maintain the insurance coverages and limits as are required of Contractor.

- Commercial Liability Insurance

Commercial General Liability Insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to MNPS. There shall be no endorsement or modification to make insurance excess over other available insurance.

- General Liability Insurance

General Liability Insurance in the amount of one million (\$1,000,000.00) dollars.

- Automobile Liability Insurance

Automobile Liability Insurance in the amount of one million (\$1,000,000.00) dollars (if Contractor will be coming on-site or making deliveries)

- Worker's Compensation Insurance

If applicable, Contractor shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

30. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

31. Contractor recognizes that MNPS, as a political subdivision of the State of Tennessee, enters into this contract only to the extent authorized by Tennessee law.
Tenn. Code Ann. § 7-51-901 et seq.

32. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

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THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:**APPROVED:**

Rachel Elrod
MBPE Board Chair

RECOMMENDED:

Kevin Edwards
Director of Procurement

Louis Burnett E. Tim Frasier
Department Head

Maura Black Sullivan
Executive Staff Member

APPROVED AS TO AVAILABILITY OF FUNDS:

80101085.502920.6300499 (Maintenance)
Account #: 80101022.502920.4160599 (Transportation)

[Signature]
Chief Financial Officer

Kelly Flannery Jr R
Metropolitan Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Justin Marsh
Metropolitan Attorney

CONTRACTOR:

UniFirst
Firm/Organization

Chris Smith
Signature

Chris Smith
Name

General Manager
Title

3/17/2023 | 8:56 AM CDT
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Austin Kyle
Metropolitan Clerk

4/4/2023 | 9:34 AM PDT
Date Filed

Certificate Of Completion

Envelope Id: 0FF266ED88D444E089ECE1B637297389

Status: Completed

Subject: UniFirst Corp 7501298 (Amendment 1)

Source Envelope:

Document Pages: 10

Signatures: 12

Certificate Pages: 4

Initials: 4

AutoNav: Enabled

Envelope Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:

Kevin Edwards

2601 Bransford Ave.

Nashville, TN 37204

Kevin.Edwards@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

3/17/2023 8:19:44 AM

Holder: Kevin Edwards

Kevin.Edwards@mnps.org

Location: DocuSign

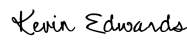
Signer Events**Signature****Timestamp**

Kevin Edwards

Kevin.Edwards@mnps.org

Director of Procurement

Metro Nashville Public Schools

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 3/17/2023 8:42:09 AM

Viewed: 3/17/2023 8:42:18 AM

Signed: 3/17/2023 8:42:30 AM

Electronic Record and Signature Disclosure:

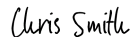
Not Offered via DocuSign

Chris Smith

Chris_Smith@unifirst.com

General Manager

UniFirst

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 12.87.161.250

Sent: 3/17/2023 8:42:33 AM

Viewed: 3/17/2023 8:54:17 AM

Signed: 3/17/2023 8:56:10 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kevin Knapp

kevin.knapp@mnps.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 3/17/2023 8:56:13 AM

Viewed: 3/17/2023 9:17:29 AM

Signed: 3/17/2023 9:17:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Louis Burnett

Louis.Burnett@mnps.org

Security Level: Email, Account Authentication
(None)Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.14

Sent: 3/17/2023 9:17:49 AM

Viewed: 3/17/2023 1:59:51 PM

Signed: 3/17/2023 2:00:02 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
E. Tim Frasier Tim.Frasier@mnps.org Security Level: Email, Account Authentication (None)	<i>E. Tim Frasier</i> Signature Adoption: Pre-selected Style Using IP Address: 174.50.219.209	Sent: 3/17/2023 2:00:05 PM Viewed: 3/17/2023 2:43:41 PM Signed: 3/17/2023 2:44:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Maura Black Sullivan Maura.Sullivan@mnps.org Security Level: Email, Account Authentication (None)	<i>Maura Black Sullivan</i> Signature Adoption: Pre-selected Style Using IP Address: 107.199.109.39	Sent: 3/17/2023 2:44:46 PM Viewed: 3/17/2023 3:17:41 PM Signed: 3/17/2023 3:18:05 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Kevin Edwards Kevin.Edwards@mnps.org Director of Procurement Metro Nashville Public Schools Security Level: Email, Account Authentication (None)	Completed Using IP Address: 96.4.9.1	Sent: 3/17/2023 3:18:08 PM Viewed: 3/29/2023 8:25:21 AM Signed: 3/29/2023 8:25:27 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None)	<i>Chris Henson</i> Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	Sent: 3/29/2023 8:25:30 AM Viewed: 3/29/2023 8:39:49 AM Signed: 3/29/2023 8:39:58 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rachel Elrod cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None)	<i>Rachel Elrod</i> Signature Adoption: Pre-selected Style Using IP Address: 98.193.234.119	Sent: 3/29/2023 8:40:03 AM Viewed: 4/3/2023 9:33:35 AM Signed: 4/3/2023 9:33:46 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rose Wood rose.wood@nashville.gov Security Level: Email, Account Authentication (None)	<i>R</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/3/2023 9:33:49 AM Viewed: 4/3/2023 1:36:30 PM Signed: 4/3/2023 1:36:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Kelly Flannery tj Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/3/2023 1:36:41 PM Viewed: 4/3/2023 4:57:52 PM Signed: 4/3/2023 4:58:03 PM

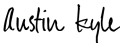
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sally Palmer sally.palmer@nashville.gov Metro Water Services Security Level: Email, Account Authentication (None)	Completed Using IP Address: 170.190.198.100	Sent: 4/3/2023 4:58:06 PM Viewed: 4/4/2023 9:03:50 AM Signed: 4/4/2023 9:08:09 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/4/2023 9:08:15 AM Viewed: 4/4/2023 11:19:00 AM Signed: 4/4/2023 11:33:02 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/4/2023 11:33:09 AM Viewed: 4/4/2023 11:34:01 AM Signed: 4/4/2023 11:34:07 AM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Sally Palmer Sally.Palmer@nashville.gov Metro Water Services Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/4/2023 11:33:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Connor Wise Connor_Wise@unifirst.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/4/2023 11:34:10 AM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/17/2023 8:42:09 AM
Certified Delivered	Security Checked	4/4/2023 11:34:01 AM
Signing Complete	Security Checked	4/4/2023 11:34:07 AM
Completed	Security Checked	4/4/2023 11:34:10 AM

Payment Events	Status	Timestamps
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BOARD OF EDUCATION CONTRACT

FROM: METROPOLITAN BOARD
OF PUBLIC EDUCATION

TO: Kevin Crumbo, Director
Metropolitan Department of Finance

Contract Number: 7501298 Contractor: UniFirst
Sourcing Method: Cooperative (Sourcewell Cooperative #040920-UFC)
Start Date: 10/28/2020 End Date: 10/27/2025
Address: 813 Massman Dr. City: Nashville State: TN Zip: 37210
Supplier Number: 3745 Supplier Email: andrew_harlan@unifirst.com

PURPOSE OF CONTRACT:

For the provision and servicing of floor mats across the district.

CONTRACT SPECIFICS:

Does this engagement require fund authorization by the MBPE? **Yes** Board Approval Date: **10/27/2020**
Is this an Intergovernmental Contract? **No**
Is this a Revenue contract (Board of Education will receive funds)? **No**
Is there DBE Participation? **No** Type of DBE (check all that apply): ☐ SBE ☐ MBE ☐ WBE ☐ SDV
Value of DBE Participation:

GRANT SUMMARY (IF APPLICABLE):

Grant Name:

Amount expected to receive: Business unit to which it will be deposited:

Are matching funds required? **No** If yes, amount of obligation:

If yes, specify fund that is being obligated:

CONTRACT FINANCIAL SUMMARY:

Amount obligated for current fiscal year is: \$50,000.00

The not to exceed contract value is: \$250,000.00

BUDGET INFORMATION:

Account number: 80101085.502920.6300499 (for
portion paid by Maintenance).
Other portion paid using Various
School Funds.

Fund number: 35131 (for portion
paid by Maintenance).

Various School Funds
for other.

kk Rh

MNPS Contact Person: Louis Burnett
Phone Number: (615) 922-3021 ext. 885301

Contract Agent: Kevin Edwards
Phone Number: (615) 259-8548

UniFirst

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Metro Nashville Public SchoolsLOC. NO. 217

ADDRESS 2601 Bransford AvenueROUTE NO.

Nashville, TN 37204DATE 09/24/2020

PHONE 615-259-4636SIC/NAICS

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
3x5 Mat		E4W			2.10			
4x6 Mat		E4W			3.36			
3x5 Scraper Mat		E4W			2.10			
4x6 Scraper Mat		E4W			3.36			
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	NA
Name emblem per piece	NA
Company emblem per piece	NA
Direct Embroidery: Wearer name per piece Company name per piece	NA
	NA

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	NA
Special cuts per piece	NA
Restock/Exchange per piece	NA
Automatic Wiper Replacement	NA
Automatic Linen Replacement	NA
DEFE (See description on reverse side)	3.50

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

COMMENTS

Attach to Sourcwell agreement - Association Code JPX.

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

SALES REP: _____

SALES REP (Print Name)DATE

ACCEPTED⁵: _____

LOCATION MANAGER (Signature)DATE

LOCATION MANAGER (Print Name and Title)

The undersigned agrees to all terms on the reverse 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.

ACCEPTED:



9/28/2020 | 3:32 PM CDT

CUSTOMER (Signature)DATE

Jeff L. Gossage, C.P.M. Director, Procurement Department

CUSTOMER (Print Name and Title)

Jeff.Gossage@mnps.org

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.
² 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.

PRINT & SIGN (2) COPIES ON LEGAL-SIZE (8½" x 14") PAPER: ☐ LOCAL UNIFIRST COPY (SCANNED COPY TO CORPORATE OFFICE) ☐ CUSTOMER COPY

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CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services 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 industry 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 setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services 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 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 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 to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services 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 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. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. 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: CUUROOOOSAG, 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 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 and minimum weekly charge 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. 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. 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 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.

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. 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.

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.

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.

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 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.

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.

This Agreement shall be governed by Massachusetts 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). 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 final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. 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.

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. 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 this 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 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

9/28/2020 | 3:32 PM CDT

(I have read and agree to all of the above Terms.)

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Mandatory Addendum to All MNPS Contracts

This Addendum between the Metropolitan Board of Public Education of the Metropolitan Government of Nashville and Davidson County ("MNPS" or "MBPE") and UniFirst Corp. ("Contractor") is an integral part of the contract. Contractor acknowledges that MNPS is part of a metropolitan form of government and is subject to the laws of the State of Tennessee governing actions of public agencies. Contractor further acknowledges that MNPS does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. MNPS contracts are governed by the laws of the State of Tennessee. Any provision that purports to set venue outside of the State of Tennessee is deleted.
U.S. Const. Amend XI; Tenn. Code Ann. §§ 20-4-107, 29-20-308.
2. MNPS does not waive its sovereign immunity established under Tenn. Code Ann. §§ 20-13-102, 29-20-201 et seq. MNPS shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.
3. MNPS does not waive its Constitutional Eleventh (11th) Amendment immunity.
U.S. Const. Amend. XI.
4. Any references to MNPS waiving its right to a trial by jury are deleted.
Tenn. Const. Art. I, § 6.
5. MNPS does not agree to any provisions wherein the credit of the State of Tennessee is pledged or loaned in aid of any person, association, or corporation.
Tenn. Const. Art. II, § 29; Tenn. AG Op., Summers (May 6, 2006).
6. Any references to payment of attorney's fees by MNPS are deleted.
Tenn. Code Ann. §§ 20-12-119(c)(5)(A), 29-20-113.
7. MNPS does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.
Metro Government of Nashville and Davidson County, Tennessee Charter Sec. 2.01; Tenn. Code Ann. § 12-4-901 et seq.
8. Any references to MNPS limiting MNPS' damages to the contract price or any other set amount are deleted.
Tenn. Code Ann. §§ 29-39-104, 29-10-104

9. Any references to MNPS indemnifying or holding harmless the Contractor or any other party are deleted.
Tenn. Code Ann. §§ 62-6-123, 7-59-318; Tenn. A.G. Op. 93-01 (January 1993)
10. Any provisions limiting the time for MNPS to pursue legal action are deleted.
Tenn. Code Ann. §§ 28-1-102, 28-3-101 et seq, 47-2-725(1)
11. Any references to MNPS waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.
Tenn. Code Ann. §§ 28-3-105 & 109; 47-2-725; *Joe Patton Rogers v. Bradley Dean Hadju*, No. W2016-00850-COA-R3-CV, 2017 WL 1077059 (Tenn.Ct.App. 2017)
12. Any references to MNPS limiting damages, remedies or waiving any claim are deleted.
Tenn. Code Ann. § 29-20-201 et seq; Tenn. A.G. Op. 93-01 (January 1993)
13. Any provisions giving the Contractor exclusive control over litigation are deleted. MNPS does not agree that Contractor may represent, prosecute or defend legal actions in the name of MNPS.
Tenn. Code Ann. § 20-13-101 et seq.
14. MNPS does not submit to any binding arbitration, and as such any references to MNPS submitting to binding arbitration are deleted.
Tenn. Code Ann. § 29-5-102.
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability to MNPS or allow Contractor to waive any applicable warranties (express or implied) are deleted.
Tenn. Code Ann. §§ 47-2-313, 47-2-315.
16. Any references to MNPS limiting or waiving any common law warranty are deleted. The extent of local governmental liability is defined by Tenn. Code Ann. § 29-20-201 et seq.
17. MNPS does not make any warranty.
Tenn. Code Ann. § 29-20-201 et seq.
18. MNPS will make reasonable efforts to deliver payments to Contractor within thirty (30) days but no later than sixty (60) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires MNPS pay Contractor any late charges is hereby removed.
19. MNPS is a public agency of the State of Tennessee and is subject to the Tennessee Open Records Act, Tenn. Code Ann. §10-7-501, et seq. and as such is subject to public inspection for applicable records.

20. Contractor represents and warrants that it will ensure its compliance with the Tennessee Lawful Employment Act, Tenn. Code Ann. § 50-1-701, et seq., Education Truth in Reporting and Employee Protection Act of 1989 codified in Tennessee Code Annotated section 49-50-1401, and Tennessee Code Annotated section 49-5-413, and will register and participate in the status verification system for all newly hired employees. Any provision penalizing MNPS for hiring an employee who works for the Contractor is deleted.
21. MNPS is an equal opportunity employer. Executive order 11246 requires that MNPS do business with organizations that are in compliance with Title VII of the 1964 Civil Rights Act, as amended. During the performance of any contract with MNPS, Contractor agrees to be bound by provisions of Section 202 of Executive Order 11,246, as amended and Executive Orders 11,701, 11,625 and 11,758 which prohibits discrimination on the basis of race, color, religion, sex, national origin, or veteran status.
22. In the event MNPS, in its sole discretion, does not or cannot obtain or continue the funding for this contract from any source or sources at an aggregate level sufficient to allow for payment for the Work, MNPS may exercise one of the following alternatives: (1) terminate this contract effective upon a date specified in a Termination Notice; or (2) continue this contract by reducing, through written notice to Contractor, the amount of this contract and the scope of work, consistent with the nature, amount, and circumstances of the loss of funding. Any termination or reduction of this contract pursuant to this subsection shall not affect any obligations or liabilities of either Party accruing prior to such termination or reduction. MNPS shall not face any liability or penalty as a result of such termination or reduction of this contract.
23. Contractor shall comply, and shall assure that any of its subcontractors performing work under this contract comply, with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.
- When applying for the background check defined above, Contractor's employees and subcontractors must specify the MNPS ORI code (TN930050Z) for results reporting.
- The requirement stated in the preceding paragraph does not apply to a person whose contract is for the performance of a service at a school-sponsored activity, assembly or event at which school officials or employees are present when the service is performed and where the activity, assembly or event is conducted under the supervision of school officials or employees.
24. In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., Contractor certifies that to the best of its knowledge and belief, neither Contractor nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a Contractor or subcontractor under MNPS contracts.
25. Any provision requiring MNPS to name the contractor as an additional insured is deleted.

26. MNPS is part of a metropolitan form of government as set out under the Governmental Tort Liability Act in T.C.A. § 29-20-101, et seq., and as such has its liability limits defined by law. MNPS carries no insurance and is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by the statute.
27. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.
28. Contractor recognizes that MNPS, as a political subdivision of the State of Tennessee, enters into this contract only to the extent authorized by Tennessee law.
Tenn. Code Ann. § 7-51-901 et seq.
29. This contract shall not be binding upon the parties until it has been signed first by the Contractor and then by the authorized representatives of MNPS and the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

~~ BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK ~~

Contract Number: 7501298**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY BY AND THROUGH THE METROPOLITAN BOARD OF PUBLIC EDUCATION:****APPROVED:**Christiane Buggs
MBPE Board Chair**RECOMMENDED:**[Signature]
Director of ProcurementLouis Burnett
Department Head

N/A

Executive Director of Federal Programs

David Proffitt
Executive Staff Member**APPROVED AS TO AVAILABILITY OF FUNDS:**

80101085.502920.6300499

Account #:

[Signature]
Chief Operating OfficerKevin Crumbo *Rh*
Metropolitan Director of Finance**APPROVED AS TO INSURANCE:**Balogun Cobb
Metropolitan Director of Insurance**APPROVED AS TO FORM AND LEGALITY:**Justin Marsh
Metropolitan Attorney**CONTRACTOR:**UniFirst
Firm/Organization

Signature

Chris Smith
NameGM
Title9/28/2020
Date**FILED IN THE OFFICE OF THE METROPOLITAN CLERK:**Elizabeth Waites
Metropolitan Clerk

11/4/2020 | 7:47 AM CST

Date Filed



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Company of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td>20702</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Company of North America	43575	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: Indemnity Insurance Company of North America	43575														
INSURER C: ACE Fire Underwriters Insurance Company	20702														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W18665292
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		HD0G71444351	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			ISAH25312260	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED ☐ RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WLRC67459271 (AOS)	10/01/2020	10/01/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Workers Compensation and Employers Liability			WLRC67459313 (CA, MA)	10/01/2020	10/01/2021	EL Each Accident \$1,000,000
	Per Statute						EL Disease-Pol Limit \$1,000,000
							EL Disease - Each Emp \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/30/2020 WITH ID: W18543892.

Location/Division code 217
SEE ATTACHED

CERTIFICATE HOLDER

Metropolitan Nashville Public Schools
 Attn: Kevin Edwards
 2601 Bransford Avenue
 Nashville, TN 37204

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julia M. Powers

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ACORD 25 (2016/03)

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SR ID: 20294612

BATCH: 1872850

ARCHIVE

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED UniFirst Corporation and its Subsidiaries 68 Jonspin Road Wilmington, MA 01887
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Metropolitan Nashville Public Schools is an Additional Insured for General Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company

NAIC#: 22667

POLICY NUMBER: WCUC67459398 (ME, OH)

EFF DATE: 10/01/2020

EXP DATE: 10/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease -Pol Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

INSURER AFFORDING COVERAGE: ACE Fire Underwriters Insurance Company

NAIC#: 20702

POLICY NUMBER: SCFC67459350 (WI)

EFF DATE: 10/01/2020

EXP DATE: 10/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation and	EL Each Accident	\$1,000,000
Employers Liability	EL Disease -Pol Limit	\$1,000,000
Per Statute	EL Disease - Each Emp	\$1,000,000

Certificate Of Completion

Envelope Id: 5FF6B296025C4078AE865CBAF83EBC60

Status: Sent

Subject: UniFirst Corp 7501298

Source Envelope:

Document Pages: 10

Signatures: 11

Envelope Originator:

Certificate Pages: 4

Initials: 3

Kevin Edwards

AutoNav: Enabled

2601 Bransford Ave.

Envelopeld Stamping: Enabled

Nashville, TN 37204

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kevin.Edwards@mnps.org

IP Address: 96.4.9.1

Record Tracking

Status: Original

Holder: Kevin Edwards

Location: DocuSign

9/28/2020 2:05:04 PM

Kevin.Edwards@mnps.org

Signer Events

Signature

Timestamp

Jeff L. Gossage, C.P.M.

Jeff.Gossage@mnps.org

Director, Procurement Department

MNPS

Security Level: Email, Account Authentication
(None)



Signature Adoption: Uploaded Signature Image
Using IP Address: 96.4.9.1

Sent: 9/28/2020 2:26:49 PM

Viewed: 9/28/2020 3:28:31 PM

Signed: 9/28/2020 3:32:34 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kevin Edwards

kevin.edwards@mnps.org

Contracting Agent

Metro Nashville Public Schools

Security Level: Email, Account Authentication
(None)

Completed

Using IP Address: 96.4.9.1

Sent: 9/28/2020 3:32:37 PM

Viewed: 9/29/2020 6:56:59 AM

Signed: 9/29/2020 6:57:32 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kevin Knapp

Kevin.Knapp@mnps.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 96.4.9.1

Sent: 9/29/2020 6:57:38 AM

Viewed: 9/29/2020 5:23:15 PM

Signed: 9/29/2020 5:24:28 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Louis Burnett

Louis.Burnett@mnps.org

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 99.203.97.38
Signed using mobile

Sent: 9/29/2020 5:24:31 PM

Viewed: 10/2/2020 11:56:54 PM

Signed: 10/2/2020 11:57:21 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
David Proffitt David.Proffitt@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 23.114.163.110 Signed using mobile	Sent: 10/2/2020 11:57:24 PM Viewed: 10/3/2020 7:04:02 AM Signed: 10/3/2020 7:05:26 AM
Kevin Edwards Kevin.Edwards@mnps.org Contract Manager Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 96.4.9.1	Sent: 10/3/2020 7:05:28 AM Viewed: 10/28/2020 7:56:27 AM Signed: 10/28/2020 7:56:29 AM
Chris Henson chris.henson@mnps.org CFO Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Uploaded Signature Image Using IP Address: 96.4.9.1	Sent: 10/28/2020 7:56:32 AM Viewed: 10/28/2020 8:35:24 AM Signed: 10/28/2020 8:35:36 AM
Christiane Buggs cameo.bobo@mnps.org Board Chair Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 96.4.9.1	Sent: 10/28/2020 8:35:40 AM Viewed: 10/28/2020 8:44:14 AM Signed: 10/28/2020 8:44:24 AM
Rose Wood rose.wood@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/28/2020 8:44:26 AM Viewed: 10/29/2020 7:50:01 AM Signed: 10/29/2020 7:50:18 AM
Kevin Crumbo Kim.mcdaniel@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/29/2020 7:50:21 AM Viewed: 10/29/2020 9:45:17 AM Signed: 10/29/2020 9:45:55 AM

Signer Events	Signature	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Completed Using IP Address: 170.190.198.100	Sent: 10/29/2020 9:46:00 AM Viewed: 10/29/2020 11:48:37 AM Signed: 10/29/2020 11:51:05 AM
Balogun Cobb Balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/29/2020 11:51:08 AM Viewed: 10/29/2020 3:40:10 PM Signed: 11/3/2020 3:26:26 PM
Justin Marsh Justin.Marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<i>Justin Marsh</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/3/2020 3:26:29 PM Viewed: 11/3/2020 4:30:13 PM Signed: 11/3/2020 4:34:51 PM
Elizabeth Waites michelle.bauder@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<i>Elizabeth Waites</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 11/3/2020 4:34:56 PM Viewed: 11/4/2020 7:47:43 AM Signed: 11/4/2020 7:47:49 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Andrew Harlan Andrew_Harlan@unifirst.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/29/2020 6:57:36 AM Viewed: 9/29/2020 7:01:06 AM
Sally Palmer Sally.Palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/3/2020 4:34:54 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jackie Taylor jackie.taylor@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/4/2020 7:47:52 AM
Facility Planning & Construction fpc@mnps.org generic Metro Nashville Public Schools Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/4/2020 7:47:53 AM
Andrew Harlan Andrew_Harlan@unifirst.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Shawn Thomas Robert.Thomas@mnps.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/28/2020 2:26:49 PM
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Signing Complete	Security Checked	11/4/2020 7:47:49 AM
Payment Events	Status	Timestamps