



UNION COUNTY UTILITIES AUTHORITY

1499 US Highway One, Rahway, New Jersey 07065

(732) 382-9400

info@ucua.org

RESOLUTION NO.: 21-2022

DATE: March 16, 2022

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY AWARDING A CONTRACT FOR UNIFORM RENTAL SERVICES

APPROVED AS TO FORM:

Joseph C. Bodek, RMC
Clerk of the Authority

APPROVED AS TO SUFFICIENCY OF FUNDS

YES [] NO [] NONE REQUIRED
UNION COUNTY UTILITIES AUTHORITY

By: Joseph C. Bodek

By: [Signature]

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Eastman, Treasurer</i>	✓		✓				
<i>Holder</i>	✓		✓				
<i>Jackus</i>	✓		✓				
<i>Kahn</i>	✓		✓				
<i>McManus, Secretary</i>	✓		✓				
<i>People</i>	✓		✓				✓
<i>Rachlin</i>	✓		✓				
<i>Scutari, Vice chairperson</i>	✓		✓			✓	
<i>Szpond, Chairperson</i>	✓		✓				
<i>Alma, Alternate No. 1</i>	✓						
<i>Scott-Bey, Alternate No. 2</i>	✓						

RESOLUTION OF THE UNION COUNTY UTILITIES AUTHORITY
AWARDING A CONTRACT FOR UNIFORM RENTAL SERVICES

WHEREAS, in order to carry out the stated purposes and goals for which the Union County Utilities Authority (“Authority”) was created, as well as the powers granted by the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1 et seq., and pursuant to N.J.S.A. 40A:11-1 et seq., the Authority has determined that in connection with its solid waste enforcement activities it is in need of uniform rental services, including weekly laundry and maintenance services (“Services”); and

WHEREAS, the Authority issued a Request for Quotations to three vendors and received proposals from two vendors, Unifirst Corporation (“UniFirst”) and American Wear, Inc., to provide the Services; and

WHEREAS, after considering all relevant factors, the Authority’s staff has advised that the proposal received on February 17, 2022 from UniFirst is the most advantageous proposal that meets the specific needs and requirements of the Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Union County Utilities Authority as follows.

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority hereby authorizes a one-year agreement with UniFirst Corporation, 54 S Jefferson Road, Whippany, New Jersey 07981, for the provision of uniform rental services, including weekly laundry and maintenance services, and subject to the terms set forth in the Authority’s Request for Quotations and in UniFirst’s February 17, 2022 proposal, at a total cost not to exceed \$9,100.
3. The Authority hereby authorizes and directs the Authority’s Executive Director to take all appropriate actions to effectuate an agreement with UniFirst under the terms set forth above.
4. The Authority hereby adopts and shall incorporate into the contracts which are the subject of this Resolution, all of the provisions of New Jersey Public Law 2022, c. 3, concerning persons and entities determined to be engaged in prohibited activities in Russia or Belarus under the subject legislation as though the UCUA were deemed a State agency thereunder.
5. This Resolution shall take effect immediately.

CONTRACT FOR UNIFORM RENTAL SERVICES

BY AND BETWEEN

UNION COUNTY UTILITIES AUTHORITY

AND

UNIFIRST CORPORATION

THIS CONTRACT, dated as of **March 17, 2022**, by and between the **UNION COUNTY UTILITIES AUTHORITY**, with its principal offices located at 1499 Routes 1&9 North, Rahway, New Jersey 07065 (hereinafter referred to as the "Authority"), and **UNIFIRST CORPORATION** with offices located at 54 South Jefferson Road, Whippany, New Jersey 07981 (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, the Authority wishes to engage the Contractor to provide uniform rental services, including weekly laundry and maintenance services, all as described in Paragraph 1, Scope of Services; and

WHEREAS, Contractor has agreed to provide services as set forth in the aforesaid Scope of Services, and is qualified and experienced in providing such services.

NOW THEREFORE, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. **SCOPE OF SERVICES:** The Contractor hereby agrees to perform, at the direction of the Authority, the uniform rental services, including weekly laundry and maintenance services, as set forth in the Authority's Request for Quotations and in the Contractor's February 17, 2022 proposal in response thereto (hereinafter "Services") which are incorporated and made a part hereof:

2. **PERSONNEL:**

a) Contractor represents that they have or will secure, at their own expense, all personnel required to perform the Services.

b) Personnel shall not be employees of, or have any other contractual relationship with, the Authority.

c) None of the Services shall be subcontracted without the prior written approval of the Authority.

d) By entering into this Contract and/or performing Services for the Authority, Contractor represents that it has, or has available to it, the skills, experience, facilities, and financial resources required to perform the Services in a satisfactory manner and within the time frame specified. Contractor agrees to employ and pay from its own funds all persons or entities that Contractor needs to meet the requirements of this Contract.

3. **TIME OF PERFORMANCE:** It is understood and agreed by and between the parties hereto, that this Contract shall be for a one-year period commencing March 17, 2022, and continuing until March 17, 2023, during which time the Contractor agrees to perform the Services in such a manner as to assure their expeditious completion in light of the purpose of this Contract.

4. **COMPENSATION:**

a) The budget cap applicable to the Services set forth above shall not exceed a total of \$9,100.00 during the term of this Contract.

b) Contractor covenants and agrees to have available, upon request by the Authority, their books and records for inspection by appropriate officials covering the charges, fees and costs under this Contract.

c) Vouchers and Itemized Billing Statements shall be submitted to the Authority's Comptroller, with a copy for the Executive Director, on or before 4:00 PM on the first Wednesday of the month or 14 days prior to the Authority's Board of Commissioners Meeting (whichever is later). Failure to submit such documents in a timely manner may result in a delay in processing applicable payments.

5. **SERVICE AND DOCUMENT CONFORMANCE/APPROVAL:** All Services rendered and documents prepared or obtained by Contractor shall strictly conform to all State and Federal laws, statutes and local ordinances and the applicable rules and regulations, methods and procedures of all governmental boards, authorities, bureaus, offices and commissions and other agencies, in effect when the Services are rendered and the documents are prepared.

The Services shall be performed to the satisfaction, and with the approval, of the Authority, which approval shall not be unreasonably withheld.

6. **RECORD RETENTION:** Pursuant to N.J.A.C. 17:44-2.2, the Contractor shall, at a minimum, to maintain all documentation related to products, transactions or services under the contract for a period of five (5) years from the date of final payment. Such records shall be made available to the Authority and the Office of the New Jersey State Comptroller upon request. Such retention period shall be deemed only a minimum period and the prospective contract partner will be subject to all other retention periods required under any and all other applicable laws, rules, regulations and contract provisions governing record retention for the types of services to be provided.

7. **TERMINATION:** The Authority reserves the right to terminate this Contract, at its sole discretion, by giving at least ten (10) days prior written notice to Contractor of such termination and specifying the effective date. Upon any termination of the Contract, Contractor shall be entitled to be reasonably compensated for any Services rendered prior to the date of termination.

a) Upon payment for all services rendered to the Authority as of the date of

termination, all finished or unfinished documents, calculations, drafts, contracts, specifications, designs, memoranda, data, studies, agreements and/or reports prepared or obtained by the Contractor under this Contract, shall be delivered promptly to the Authority in accordance with Paragraph 6.

b) Payment shall be made in accordance with the provisions of Paragraph 4.

8. **ASSIGNMENT:** This Contract shall not be assigned or assignable, either by action of the Contractor or by law.

9. **ERRORS AND/OR OMISSIONS:** The Authority reserves the right to deny payment of the part of any fee that is based on an increase in costs in the preparation of documents or Services resulting from an error or omission of the Contractor.

10. **INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the Authority, its members, officers, directors and employees from and against any and all losses, claims, actions, damages, liability and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property, to the extent they are occasioned, in whole or in part, by Contractor's negligent acts or omissions, or the negligent acts or omissions of Contractor's agents, sub-consultants, employees or servants, in the performance of the Services pursuant to this Contract.

11. **LITIGATION:** In the event the Authority becomes involved in any litigation with third parties concerning or relating in any way to Contractor's Services, whether such litigation occurs during or after the term of the Contract, Contractor agrees, at no additional fees other than the hourly rates called for under this Contract, to make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

12. **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION:** See **Exhibit A**, which is attached hereto and made a part hereof.

13. **FIRM HISTORY:** Contractor represents that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of Contractor, has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

14. **AUTHORITY REPRESENTATIONS AND WARRANTIES:** The Authority represents and warrants that this Contract has been duly authorized by its board membership, and when executed by the Chairman or Vice Chairman shall be valid and binding upon the Authority and shall be in full force and effect.

15. **GOVERNING LAW:** The interpretation of this Contract shall be governed by the laws of the State of New Jersey. The Contractor consents to venue and jurisdiction in the State of

New Jersey,

16. **LABOR LAW:** The Contractor is required to conform to all applicable labor laws of the State of New Jersey and the various acts amendatory and supplemental thereto, as applicable, and in accordance with the New Jersey Department of Labor and Industry Prevailing Wage Rate Determination. When applicable, the rate of wages for all laborers employed by the Contractor shall not be less than the prevailing wage rate so established for any work to be performed under the terms of the Contract and a copy of the Determination of the Wage and Hour Bureau or other documents specifying the prevailing wages is considered as incorporated by reference.

17. **SEVERABILITY:** A waiver or breach of any term condition or covenant by either party shall not constitute a waiver or breach of any other term condition or covenant. If any court of competent jurisdiction declares a provision of the Contract to be invalid, illegal or otherwise unenforceable, the remaining provisions of the contract shall remain in full force and effect.”

18. **STATE SALES TAX EXEMPTION:** The Authority is an organization exempt from certain New Jersey State sales and use taxes, imposed under N.J.S.A. 54:32B-1 et. seq., (See: N.J.S.A. 54:32B-9(a)(1)).

19. **AMERICANS WITH DISABILITIES ACT COMPLIANCE:** See **Exhibit B**, which is attached hereto and made a part hereof.

20. **PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS:** Contractor shall complete the certifications attached hereto as **Exhibit C**, the requirements of which are incorporated into this Contract.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and the Contractor have caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

By: José M. deGloria

UNION COUNTY UTILITIES AUTHORITY

By: Daniel P. Sullivan
DANIEL P. SULLIVAN
Executive Director

ATTEST:

By: _____

UNIFIRST CORPORATION

By: _____
[Insert Name]

[Insert Title]

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or

expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXHIBIT B

AMERICANS WITH DISABILITIES ACT OF 1990 EQUAL OPPORTUNITY FOR INDIVIDUALS WITH DIABLITY

The Contractor and the Authority do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S12101 *et seq.*), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulation promulgated pursuant therunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the Authority pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the Authority in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Authority, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and, all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the Authority's grievance procedure, the contractor agrees to abide by any decision of the Authority, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the Authority or if the Authority incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure the contractor shall satisfy and discharge the same at its own expense.

The Authority shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the Authority or any of its agents, servants, and employees, the Authority shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Authority or its representatives.

It is expressly agreed and understood that any approval by the Authority of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the Authority pursuant to this paragraph.

It is further agreed and understood that the Authority assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the Authority from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

EXHIBIT C

DISCLOSURE OF PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS FORM

Bid Solicitation #: _____ Vendor/Bidder: _____

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2022, c. 3, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the list developed by the Department of the Treasury pursuant to subsection b. of section 1 of P.L. 2022, c. 3, of persons and entities determined to be engaged in prohibited activities in Russia or Belarus. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

A. I certify, pursuant to Public Law 2022, c. 3, that neither the Vendor/Bidder listed above, nor any of its parents, subsidiaries, or affiliates, is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Russia or Belarus. Disregard Part 2 and complete and sign the Certification below.

OR

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates, is engaged in one or more of the prohibited activities in Russia or Belarus specified in subsection e. of section 1 of P.L. 2022, c. 3. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO PROHIBITED ACTIVITIES

If you checked Box "B" above, provide a detailed, accurate, and precise description below of the investment activities in Iran engaged in by the Vendor/Bidder, or one of its parents, subsidiaries, or affiliates:

ENTITY NAME:	
RELATIONSHIP TO VENDOR/BIDDER:	
DESCRIPTION OF ACTIVITIES:	
DURATION OF ENGAGEMENT:	
ANTICIPATED CESSATION DATE:	
VENDOR/BIDDER CONTACT NAME:	
VENDOR/BIDDER CONTRACT PHONE NO.:	

ATTACH ADDITIONAL SHEETS IF NECESSARY

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the Union County Utilities Authority ("UCUA") is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the UCUA to notify the UCUA in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the UCUA, permitting the UCUA to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title