

# UNIFORM CLEANING SERVICES AGREEMENT

**THIS AGREEMENT**, made and entered into this 14th day of **SEPTEMBER**, 2018, by and between the **COUNTY OF LIVINGSTON**, a municipal corporation and political subdivision of the State of Michigan (hereinafter referred to as the "County") and **2YourDoor, L.L.C.**, with offices at 1377 S. Old US Highway 23, Brighton, Michigan 48114 (hereinafter referred to as the "Contractor").

## WITNESSETH:

**WHEREAS**, various Livingston County departments require uniform cleaning services; and

**WHEREAS**, the Contractor, who is in the business of providing laundry and dry cleaning services, has submitted a proposal to perform the uniform cleaning services required by the County; and

**WHEREAS**, the County accepts the Contractor's proposal subject to the terms and conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, it is hereby agreed as follows:

**FIRST: Agreement Period, County's Option to Extend Agreement and Termination.** This Agreement shall become effective and performance thereon shall commence on the **1<sup>st</sup> day of September, 2018**. Unless terminated as authorized in the second paragraph of this section, this Agreement shall continue to the **31<sup>st</sup> day of August, 2021**, at which time it shall terminate unless extended as authorized in the second paragraph of this FIRST Section of the Agreement.

The County shall have the option to extend the term of this Agreement, at its discretion, for **one (1) additional two-year period** based on available appropriated funds for each department. Should the County choose to exercise this option, the total contract period is not to exceed five (5) years.

Notwithstanding any other provision of this Agreement to the contrary, the County may terminate this Agreement at any time, with a minimum of thirty (30) days prior written notice to the Contractor in the event that the services of Contractor are deemed by the County to be unsatisfactory, or upon failure to perform or comply with any of the terms and conditions of this Agreement.

Upon any termination or expiration of this Agreement, the Contractor shall remove all of its property from the premises, and shall leave the premises as well as any County property, equipment, or supplies left in good order and condition in all respects. Any property of the Contractor which is not removed at the termination or expiration of this Agreement shall become the sole property of the County.

**SECOND: Services to be Provided by the Contractor.** The services to be provided by the Contractor under this Agreement shall include the following:

**A. GENERAL.** The Contractor shall provide the County with uniform cleaning services it requires for the following departments:

1. Livingston County EMS Department, 1911 Tooley Road, Howell, Michigan 48855.
2. Livingston County Sheriff's Department, 150 S. Highlander Way, Howell, Michigan 48843.
3. Livingston County Department of Public Health, 2300 E. Grand River Ave., Howell, Michigan 48843.
4. Livingston County 9-1-1 Central Dispatch, 300 S. Highlander Way, Howell, Michigan 48843

The Contractor shall make regular delivery/pickups, provide packing (laundry) slips on each visit, listing all items being delivered and another for all items being picked up. The Contractor shall provide the authorized representative of each County department to receive uniform cleaning services with a copy of all packing slips.

- B. ROUTE DRIVERS.** The Contractor shall assign only qualified route drivers with a valid Michigan driver's license, plus a company identification card or who are driving a marked vehicle bearing the Contractor's name for easy identification. The Contractor shall supply each County department to be serviced under this Agreement with a hamper or laundry bag in which soiled uniforms are kept until the next pick-up. It shall be the route driver's responsibility to provide a packing (laundry) slip to the contact person of each department on each visit. Qualified route drivers must be bonded.
- C. DELIVERY AND PICK-UP.** The Contractor shall pick-up soiled uniforms and return clean uniforms a minimum of three (3) times per week and/or as determined by the representative of each County department to be served under this Agreement. Pick-up and delivery days shall be subject to approval of each department's representative. Location of pick-up and delivery shall be as specified or may be added / deleted by the respective department. All laundered uniforms shall be pressed and delivered on hangers.

Each County department to receive services under this Agreement will appoint authorized representatives to sign for deliveries and who will relay any service or billing problems to the Contractor. This representative will also be responsible for verification of the total counts of all receipts. Notwithstanding any waiver or release that may be included on shipping bills, receipts or other forms signed at the time of delivery, the Contractor shall not be relieved of any responsibility for uniforms that are damaged or missing.

Pick-up and deliveries shall be governed by the following schedule, unless altered by an authorized department representative:

- Livingston County EMS Department (M, W, F) 8:00 a.m. to 4:00 p.m.
- Livingston County Sheriff's Department (M, W, F) 8:00 a.m. to 4:00 p.m.
- Livingston County Dept. of Public Health (M) 8:00 a.m. to 11:00 a.m.
- Livingston County 9-1-1 Central Dispatch (M, W, F) 8:00 a.m. to 11:00 a.m.

All pick up and deliveries must be after 8:00 a.m.

Holidays: The County does not require delivery on County Holidays.

- D. PACKING SLIP.** Each shipment shall include a packing slip (one copy to remain with the authorized department representative) identifying items and quantities being delivered and picked up, a description of service provided, the unit price and total price.
- E. TURNAROUND TIMES & EMERGENCY CLEANINGS.** All uniforms must have a turnaround time within two (2) to four (4) days from the date of pick-up. ***Whenever a holiday falls on a scheduled day, the Contractor shall deliver the next following day. I.e., if a holiday falls on Monday, the next delivery will be on Tuesday; if the holiday falls on Wednesday, the next delivery will be on Thursday; if a holiday falls on Friday, the next delivery will be on Saturday.*** The Contractor shall meet emergency cleaning requirements for the maximum turnaround to be within a 24-hour period.

- F. QUALITY.** The Contractor shall maintain the highest quality of both service, and workmanship. Below is a list that outlines levels of quality required by this Agreement.
1. All uniforms must be cleaned without stains.
  2. All uniforms that have been stain-treated should be noted on laundry ticket/packing slip.
  3. All uniforms must be pressed without wrinkles.
  4. All uniforms must be repaired properly.
  5. Uniforms are not to be scorched due to over-pressing.
  6. All laundered uniforms shall be pressed and delivered on hangers.
  7. All laundered uniforms shall be inspected for quality purposes prior to shipment.
  - 8. All deliveries must be after 8:00 AM.**
  9. Any problems regarding service or workmanship are to be a priority and resolved promptly.
- G. MATERIAL SAFETY DATA SHEET (MSDS).** The Contractor shall provide the County with a MATERIAL SAFETY DATA SHEET, when required by the County and/or where compliance with MIOSHA "Right to Know" Law.
- H. REPLACEMENT OF LOST AND/OR DAMAGED ARTICLES.** It shall be the responsibility of the Contractor to replace any damaged or lost articles at a replacement value determined by the authorized representative of the department to which the item belongs. As of the commencement date of this Agreement the value of various items covered by this Agreement have the value set forth in the attached Exhibit A. It is expressly understood and agreed that the item values set forth in Exhibit A are subject to change as vendor prices change.

**THIRD: Compensation.** The compensation to be received by the Contractor for services performed under this Agreement shall be pursuant to the attached Exhibit A pricing schedule. The Pricing Index listed on Exhibit A shall be considered firm and cannot be altered by the Contractor during the term of this Agreement. The attached **Exhibit A** is incorporated by reference into this Agreement and made a part thereof.

With respect to the sums included in the monthly fees to be paid for alterations, repairs and patches on the uniforms of Livingston County EMS Department and the Livingston County Sheriff Department the costs to which such sums shall be applied shall be as set forth in the Contractor's Minor Repairs, a copy of which is attached to this Agreement, labeled **Exhibit B**. The attached Exhibit B is incorporated by reference into this Agreement and made a part thereof.

The Contractor shall submit to the County on or before the tenth (10th) day of each month a bill for services rendered during the preceding month in accordance with the prices authorized in this section. Each bill shall include such details as the County may require. The County shall process such bills and pay such sums as are properly billed to the County in accordance with the County's procedures for payment of Accounts Payable.

**FOURTH: Compliance with the Law.** The Contractor, and its employees, servants, agents and subcontractors, while engaging in any activity pursuant to this Agreement shall comply with all applicable Federal, State and local laws, ordinances, rules and regulations.

**FIFTH: License Requirements.** The Contractor shall meet all Federal, State and local license, certifications, and authorization requirements which pertain to the services to be provided under this Agreement. Failure to obtain and/or maintain any required license, certifications, and authorization requirements shall result in immediate automatic termination of this Agreement.

**SIXTH: Nondiscrimination.** The Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matters directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of this Agreement, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

Breach of this section shall be regarded as a material breach of this Agreement.

**SEVENTH: Independent Contractor.** It is expressly understood and agreed that the Contractor is an independent contractor. The employees, servants, or agents of the Contractor shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the County and shall not be entitled to any fringe benefits which the County provides its employees, including, but not limited to, health and accident insurance, life insurance, paid sick, or vacation leave and longevity. The Contractor shall be responsible for the payment of the salary, wages or other compensation which may be due its employees, servants and agents for services performed under this Agreement and for the withholding and payment of all applicable taxes including, but not limited to, income and social security taxes to the proper Federal, State and local governments, which arise out of this Agreement.

**EIGHTH: Indemnification and Hold Harmless.** The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the County, and the County's elected and appointed officers, employees, and agents from all claims, damages (including, but not limited to, direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to all costs from administrative proceedings, court costs and attorney fees that they may incur as a result of any acts, omissions or negligence of the Contractor, its officers, employees, or agents or its subcontractors or sub-subcontractors or any of their officers, employees, or agents which may arise out of this Agreement.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to the County, or its elected and appointed officers, employees or agents by the insurance coverage obtained and/or maintained by the Contractor pursuant to the requirements of this Agreement.

**NINTH: Insurance.** The Contractor shall procure and maintain during the term of this Agreement, the insurance coverages outlined below. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance companies who are acceptable to the County and who have an A.M. Best Company's Insurance Report Rating of A or A- (Excellent).

- A. Workers' Compensation Insurance including Employers' Liability Coverage, as required by law. In the event the Contractor uses subcontractors and sub-subcontractors for the performance of services required under this Agreement, the Contractor shall ensure that said subcontractors and sub-subcontractors carry Workers' Compensation Insurance with Employers' Liability Coverage, as required by law.
- B. The Contractor shall be responsible for all its equipment and materials that it may use and/or leave at County property. The County shall not be responsible for any loss or damage to the Contractor's equipment and materials.

- C. Commercial General Liability Insurance on an occurrence basis with limits of liability of not less than \$1,000,000.00 per occurrence and aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:
1. Contractual Liability Coverage;
  2. Products and Completed Operations Coverage;
  3. Independent Contractors Coverage;
  4. Broad Form General Liability Extensions, or equivalent, if not already included in policy proper; and
  5. Deletion of all Explosion, Collapse, and Underground (XCU) exclusion; if applicable.
- D. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages including all owned, non-owned, and hired vehicle coverages, of not less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury and Property Damage.
- E. The Contractor shall be responsible for paying all deductibles on the insurance coverages required by this Agreement.
- F. The Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above shall include the following as "Additional Insured": Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including volunteers and officials thereof.

It is expressly understood and agreed that said insurance coverages shall be primary to the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, regardless of whether said other available coverage be primary, contributing or excess.

- G. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following:

"It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to the Livingston County Purchasing, 304 East Grand River, Suite 204, Howell, Michigan 48843."

If Contractor's insurers refuse to provide this endorsement, the Contractor shall be responsible for providing the required insurance.

- H. Proof of Insurance Coverage: The Contractor shall provide the County at the time the Agreement copies are returned by it for execution with a Certificate(s) of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and endorsements to the County at least ten (10) days prior to the expiration date.

The required Certificate of Liability Insurance Certificate must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate may be faxed or e-mailed to: (517) 546-7266 or [purchasing@livgov.com](mailto:purchasing@livgov.com).

- I. If any of the above coverages expire during the term of this Agreement, the Contractor shall deliver renewal certificates and/or policies to Livingston County Purchasing at least thirty (30) days prior to the expiration date.

No payments shall be made to Contractor until current Certificates of Insurance have been received and approved by the County.

**TENTH: Applicable Law and Venue.** This Agreement shall be construed according to the laws of the State of Michigan without regard to any Michigan choice of laws or rules that would apply the law of any other jurisdiction to the extent not inconsistent with or pre-empted by federal law.

In the event any actions arising under this Agreement are brought by or against the County, or the County is made a party thereof, the County and the Contractor acknowledges and agrees that the actions shall be in Michigan courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

**ELEVENTH: Waivers.**

- A. No failure or delay on the part of either of the parties to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
- B. In no event shall the making by the County of any payment due to the Contractor constitute or be construed as a waiver by the County of any breach of a provision of this Agreement, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the County while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

**TWELFTH: Amendment of Agreement.** Modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.

**THIRTEENTH: Subcontracting or Assignments.** The Contractor may not subcontract or assign its rights to compensation or duties under this Agreement without the prior written consent of the County.

**FOURTEENTH: Iran Linked Business.** The Contractor has certified to the County that neither it nor any of its successors, parent companies, subsidiaries, or companies under common ownership or control of the Contractor, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. It is expressly understood and agreed that the Contractor shall not become an "Iran linked business" during the term of this Agreement.

**NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS OF INVESTIGATION AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.**

**FIFTEENTH: Purpose of Section Titles.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

**SIXTEENTH: Complete Agreement.** This Agreement, the attached Exhibits A and B and any other documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

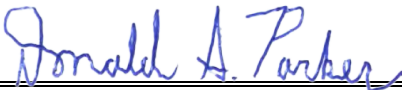
**SEVENTEENTH: Invalid/Unenforceable Provisions.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date the clause or provision was rendered invalid or unenforceable.

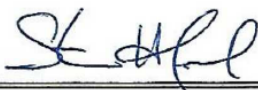
**EIGHTEENTH: Certification of Authority to Sign Agreement.** The people signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**THIS UNIFORM CLEANING SERVICES AGREEMENT HAS BEEN FULLY SIGNED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES AND HERETO ON THE DAY AND YEAR FIRST ABOVE WRITTEN.**

**COUNTY OF LIVINGSTON**

**2YourDoor, LLC**

BY:   
**DONALD S. PARKER - CHAIRMAN**  
COUNTY BOARD OF COMMISSIONERS  
Dated: 9/14/2018

BY:   
(Signature)  
Name: Steven Handel  
(Print or Type)  
Title: President  
(Print or Type)  
Dated: 9-6-18

APPROVED AS TO FORM FOR  
COUNTY OF LIVINGSTON:  
COHL, STOKER & TOSKEY, P.C.  
BY: GORDON J. LOVE - 7/31/2018

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**APPENDIX C: REVISED PRICING PROPOSAL – April 25, 2018**



VENDOR NAME: 2YourDoor, LLC

**Piece Pricing** – Laundering / Dry Cleaning

ITEM	ITEM PRICE	DISCOUNT	EXTENDED PRICE
Uniform Shirts	\$ 2.95	36 %	\$ 1.90
Uniform Pants	\$ 6.50	65 %	\$ 2.25
One Uniform (shirt & pant)	\$ 9.45	67 %	\$ 4.15
Non-Uniformed Shirts	\$ 2.50	40 %	\$ 1.50
Non-Uniformed Pants	\$ 6.50	65 %	\$ 2.25
Ties	\$ 4.95	80 %	\$ 1.00
Blouses	\$ 5.95	68 %	\$ 1.90
Sweaters	\$ 5.95	62 %	\$ 2.25
Sports Coats & Dress Uniform Jackets	\$ 7.25	69 %	\$ 2.25
Heavy Jackets & Winter Coats	\$ 19.95	77 %	\$ 4.50
Light Jackets	\$ 7.25	69 %	\$ 2.25
2-piece Suits	\$ 12.75	65 %	\$ 4.50
Polo Shirts	\$ 5.25	64 %	\$ 1.90
Fatigues (1 Shirt & 1 Pant)	\$ 9.45	56 %	\$ 4.15
Bullet Proof Vests	\$ 7.25	74 %	\$ 1.90
Smocks	\$ 5.95	68 %	\$ 1.90
Equipment Bags	\$ 7.50	70 %	\$ 2.25
Rain Coats	\$ 13.95	68 %	\$ 4.50
Rescue Coat w/liner	\$ 19.95	77 %	\$ 4.50
Bike Shirts	\$ 5.25	64 %	\$ 1.90
Bike Shorts	\$ 5.50	65 %	\$ 1.90
Bike Jacket	\$ 7.25	69 %	\$ 2.25
Dresses	\$ 9.95	55 %	\$ 4.50
	\$	%	\$
	\$	%	\$
	\$	%	\$

Note: If there is a discrepancy in the mathematics, the extended price will prevail.





**Minor Repairs:**

<b>ITEM</b>	<b>ITEM PRICE</b>	<b>DISCOUNT</b>	<b>EXTENDED PRICE</b>
Minor Repairs – rips holes, etc.	\$ 7.95	100%	\$ 0.00
Loose button or replacement	\$ 3.29	100%	\$ 0.00