

**AMENDMENT NO. 3
TO THE CONTRACT
FOR
UNIFORM RENTAL SERVICES
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
UNIFIRST CORPORATION**

THIS AMENDMENT NO. 3 is entered into by and between the Texas Facilities Commission (hereinafter referred to as "TFC"), a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 and Unifirst Corporation (hereinafter referred to as "Contractor"), located at 6000 Bolm Road, Austin, Texas 78721, to amend the original Contract, between the parties (hereinafter referred to as the "Contract").

WHEREAS, on February 28, 2017 the Parties entered into that one certain *Uniform Rental Services Contract Between the Texas Facilities Commission and Unifirst Corporation* known at TFC Contract No. 17-044-000; and

WHEREAS, on March 1, 2017, the Parties entered into Amendment No. 1 for the purpose of modifying the Term of the Contract and the Contract Limit and Fees and Expenses; and

WHEREAS, on August 21, 2018, in accordance with Section 2.1 (a), the Parties executed Amendment No. 2 for the purpose of exercising the first of two (2), two (2) year options to renew, and to add two (2) statutorily required provisions to the Contract; and

WHEREAS, the Parties now desire to correct an omission in Amendment No. 2 by providing for additional required funding in the amount of One Hundred Eighty-One Thousand Three Hundred Thirty-Three and 45/100 Dollars (\$181,333.45), and to modify Section 7.6;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The Parties agree to modify ARTICLE III – CONSIDERATION, SECTION 3.1 (a) - CONTRACT LIMIT AND FEES AND EXPENSES so that it reads in its entirety as follows:

“CONTRACT LIMIT AND FEES AND EXPENSES. (a.) The total amount of fees to be paid under this Contract shall not exceed the sum of Three Hundred Seventeen Thousand Three Hundred Thirty-Three and 45/100 Dollars (\$317,333.45). This amount includes the Fiscal Year (“FY”) 2017 contract base fee of Forty-Five Thousand Three Hundred Thirty-Three and 35/100 Dollars (\$45,333.35) for the FY 2017 period beginning March 1, 2017 and ending August 31, 2017. This amount also includes the FY 2018, FY 2019, and FY 2020 contract base fee amount of Ninety Thousand Six Hundred Sixty-Six and 70/100 Dollars (\$90,666.70) per Fiscal Year. Pricing fees shall be invoiced in accordance with Exhibit B – Compensation and Fees, as incorporated into the Contract for all purposes. Any changes to the fees set forth in Exhibit B – Compensation and Fees shall be submitted to TFC for review and shall be approved by amendment to this Contract.”

2. The Parties agree to replace Section 7.6, Prohibition Against Boycotting Israel, with Section 7.6, Entities that Boycott Israel, which shall read in its entirety, as follows:

“7.6. **ENTITIES THAT BOYCOTT ISRAEL.** Pursuant to Section 2270.002 of the Texas Government Code, Contractor certifies that either (i) it meets an exemption criterion under Section 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of this Contract. Contractor shall state any facts that make it exempt from the boycott certification.”

3. Except as expressly amended above, all provisions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 3 to this Contract to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

By: DocuSigned by:
Mike Novak, Executive Director
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Mike Novak

Executive Director

Date of execution: 10/19/2019 | 8:40 AM CDT

G.C. *WCE*

Dir. *M*

UNIFIRST CORPORATION

By: *Mike Ferguson*
Mike Ferguson

General Manager

Date of execution: 10/2/19