

New



FACILITIES SOLUTIONS AGREEMENT

Location No. 149
Contract No. 4612
Customer No.
Main Corporate Code -> 50716
Tile & Carpet Corporate Code -> 50717

Customer/Participating Agency City of Daytona Beach
Address 301 S. Ridge Wood Ave City Daytona Beach State FL Zip 32114
Phone 386 671 8082
Date

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Rows include Comfort shirt, Comfort Pant, Cargo Short, Cargo Pant, Women Oxford, and Cintas work Jean.

This agreement is effective as of this date 12/16/17 for a minimum term of 26 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement.

- Name Emblem \$1.00 ea
Customer Emblem \$1.25 ea
Company Emblem \$1.25 ea
Embroidery \$1.25 ea
COD Terms \$ per week charge for prior service (if Amount Due is Carried to Following Week)
Credit Terms - Charge Payments due 10 Days After End of Month
Automatic Lost Replacement Charge: Item N/A % of Inventory \$ Ea.
Minimum Charge \$ N/A per delivery.
Make-Up charge \$ 1.15 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.25 per garment.
Seasonal Sleeve Change \$ N/A per garment.
Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

Shop towel container \$ per week.

- Artwork Charge for Logo Mat \$
Uniform Storage Lockers: \$ 2.70 ea/week, Laundry Lock-up: \$ 2.70 ea/week Shipping: \$
Service Charge

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ per garment will be assessed for employees size changed within 4 weeks of installation.
Other See Pricing in Addendum and additional products to facilities solution agreement

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle*, Item #, Description, Rental Freq., Inventory, Unit Price. Row contains handwritten text: See pricing and additional products to facilities solution agreement.

*Indicated bundled items/services
Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments

Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct

Cintas Loc. No: 149
By: Mikkel Florvilw
Title: Service Manager

CUSTOMER:
Please Sign Name
Please Print Name
Please Print Title

MASTER AGREEMENT:
By and between:
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND
102 S. Hickory Avenue
Bel Air, MD 21014
AND
Cintas Corporation
6800 Cintas Blvd.
Mason, OH 45040

Contract #12-JLH-011C

THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").

This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.

WITNESSETH:

WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.

WHEREAS, HCPS desires to engage Supplier to perform said services; and

WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.

NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:

- A. **Services:** Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.
- B. **Term:** The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.
- C. **Compensation:** HCPS agrees to pay and Supplier agrees to accept as compensation for the

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.
- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing
Harford County Public Schools
102 S. Hickory Avenue
Bel Air, MD 21014

Supplier: Cintas Corporation
Attn: Craig Jackson, Senior Global Account Manager
Address: 6800 Cintas Blvd
Mason, OH 45040
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.

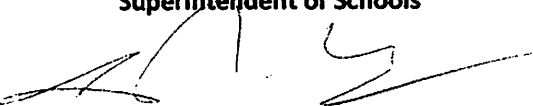
- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.

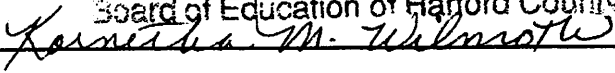
- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

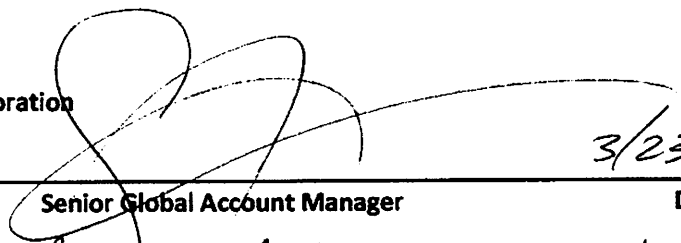
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12
Superintendent of Schools Date

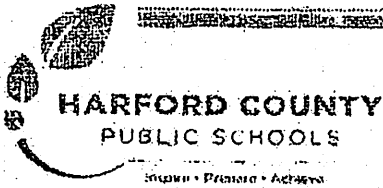
by  4/10/12
Date

(Signature) President (Date)
Board of Education of Harford County
Attest: 

Cintas Corporation
by  3/23/12
Senior Global Account Manager Date

Attest:  3/23/12

To access pricing information, please use your login at www.uscommunities.org.



Barbara P. Canavan, Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • Fax: 410-893-2478

Purchasing Department
Jeffrey LaPorta, Supervisor of Purchasing
410-638-4083, jeff.laporta@hcps.org

CONTRACT #12-JLH-011C RENEWAL
April 1, 2017 – March 31, 2019

This contract renewal is made and entered into this 23rd day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

HARFORD COUNTY PUBLIC SCHOOLS

By: Jeffrey LaPorta
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/28/16

CINTAS

By: [Signature]
Signature

Name: Cherie Jackson

Title: Global Account Manager

Date: 3/25/16



FIRST AMENDMENT TO CONTRACT FOR UNIFORM SUPPLY AND SERVICES

The City of Daytona Beach (the "City") and Cintas ("Vendor") are parties to a written agreement for the supply and servicing of City uniforms dated December 19, 2014, approved by City Resolution No. 14-363, such agreement consisting of a cooperative contract between Vendor and Harford County Schools, Maryland, which authorized participation by other governmental agencies in the pricing and terms (the "Cooperative Contract"), and an addendum between the City and Vendor (the "Addendum"), incorporating and amending the terms and conditions of the Cooperative Contract (collectively, the Cooperative Contract and Addendum are the "Contract"),.

In and for good and valuable consideration, receipt of which is mutually given and received herein, the City and Vendor agree to amend the Contract as follows:

1. Options to Renew. The City and Vendor agree that the City will have options to renew for 2 Terms of 2 year each (hereinafter "Renewal Terms"), as provided in the Cooperative Contract. The City hereby exercises its initial option to renew for the initial Renewal Term commencing on December 19, 2017 and ending on December 18, 2019. The City will exercise its option to renew for the second Renewal Term by providing Vendor with notice in the manner provided in the Cooperative Contract.

2. Contract Amendments.

A. Revised Vendor Fees. In consideration of the City's willingness to renew the Contract for the first Renewal Term, Vendor agrees to reduce certain of the Vendor Fees set forth in the Contract, specifically in Exhibit B to the Addendum. Attached hereto is Exhibit B-1, containing all Vendor Fees, including those adjusted via this reduction. Henceforth, all references in the Addendum to "Exhibit B" will be deemed to refer to Exhibit B-1.

B. Grounds Maintenance. In consideration of the City's willingness to renew the Contract for the first Renewal Term, Vendor agrees to replace uniforms for the Grounds Maintenance Division of Public Works, at no additional cost to the City, within the first six months of the renewal term.

C. Revised Public Records Requirements. In order to comply with Florida Public Records Law, Section 7 of the Addendum is amended to read as follows:

Section 7. Documents and Records.

[Subsections (a) and (b) are omitted and remain unchanged.]

(c) To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, which include the following:

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work, and following such completion if Vendor fails to transfer such records to the City.

(4) Upon completion of the work, keep and maintain public records required by the City to perform the service. Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:

(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

All other provisions of the Contract remain in full force and effect. In case of any conflicts between this First Amendment, the Addendum, and the Cooperative Contract, they will govern in the order listed.

IN WITNESS WHEREOF, the City, Assignor, and Assignee have set their hands and seals, effective on the date that the last party has signed below.

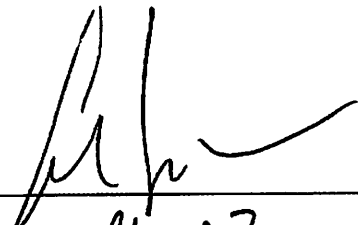
The City

By: _____
James V. Chisolm, City Manager

Attest: _____
Letitia LaMagna, City Clerk

Date: _____

Vendor

By: 
Printed Name: Chad Zaniewski

Title: Branch Mgr

Date: 11-20-17

Approved as to legal form:

By: _____
Robert Jagger, City Attorney

EXHIBIT B-1

NEW CINTAS PRICING – US COMMUNITIES

ITEM	WEEKLY PRICE	WEEKLY QUANTITY	TOTAL
Polo Shirts	.190	227	\$43.13
Cargo Shirts	.200	172	\$34.40
Carhartt Jean	.450	0	0
Carhartt Workshirt	.440	0	0
Cotton Workshirt	.168	39	\$6.55
Cotton Work Pant	.253	9	\$2.28
Cargo Shorts	.201	61	\$12.26
Carhartt Work Pants	.400	0	0
Cintas Oxford	.240	44	\$10.56
Carhartt 5 Pocket Jean	.450	0	0
Citntas Work Jean	.260	264	\$68.64
Cathy Pant	.201	22	\$4.42
Perma Lined Jacket	.450	8	\$3.60
Pleated Pant	.190	9	\$1.71
Lab Coat	.240	15	\$3.60
Comfort Shirt	.158	1710	\$270.18
Comfort Pant	.179	1569	\$280.85
Women Oxford	.220	11	\$2.42
Shop Towels	.060	100	\$6.00
3x5 Mats	1.83	17	\$31.11
3x5 Duralite Mats	1.83	1	\$1.83
3x5 Scraper Mats	1.83	1	\$1.83
3x10 Mats	2.45	2	\$4.90
Sig Air SVC	7.00	0	0
WEEKLY TOTAL			\$790.27
ANNUAL TOTAL (52 WEEKS)			\$41,094.20

Name Emblem Charge \$1.00
 Company Emblem Charge \$1.25
 Make Up Charge \$1.15

Avg Replacement of Uniforms 350-400 replacements per year

RENTAL CATAINTAL CATALOG

ITEM #	DESCRIPTION	PAGE #	RENTAL PRICING	LOSS/REPLACE PRICING	Weekly Qty	Weekly Total	
	POLO SHIRT		\$0.190	\$12.00	227	\$43.13	5.30%
	CARGO PANTS		\$0.200	\$13.00	172	\$34.40	4.02%
	COTTON WORK SHIRT		\$0.168	\$13.00	39	\$6.55	0.91%
	COTTON WORK PANTS		\$0.253	\$13.00	9	\$2.28	0.21%
	CARGO SHORTS		\$0.201	\$13.00	61	\$12.26	1.42%
	CINTAS OXFORD		\$0.240	\$13.00	44	\$10.56	1.03%
	CINTAS WORK JEAN		\$0.260	\$15.00	264	\$68.64	6.17%
	CATHY PANTS		\$0.201	\$13.00	22	\$4.42	0.51%
	PERMA LINED JACKET		\$0.450	\$16.00	8	\$3.60	0.19%
	PLEATED PANTS		\$0.190	\$13.00	9	\$1.71	0.21%
	LAB COAT		\$0.240	\$15.00	15	\$3.60	0.35%
	COMFORT SHIRT		\$0.158	\$12.00	1710	\$270.18	39.94%
	COMFORT PANT		\$0.179	\$13.00	1569	\$280.85	36.65%
	WOMENS OXFORD		\$0.220	\$13.00	11	\$2.42	0.26%
	3X5 MATS		\$1.830	\$45.00	17	\$31.11	0.40%
	3X5 DUARLITE MATS		\$1.830	\$45.00	1	\$1.83	0.02%
	3X5 SCRAPER MATS		\$1.830	\$45.00	1	\$1.83	0.02%
	3X10 MATS		\$2.450	\$65.00	2	\$4.90	0.05%
	SHOP TOWELS		\$0.060	\$0.00	100	\$6.00	2.34%

4281 790.27 PER WK

EMBLEM & SET UP CHARGES

EMBROIDERED COMPANY LOGO EMBLEM	\$ 1.25	\$41,094.20 PER YR
INDIVIDUAL NAME EMBLEM	\$ 1.00	\$ 82,188.39 FOR 2 YRS
GARMENT SET-UP SERVICE CHARGE	\$ 1.15	\$ 32,401.07 FY 17-18 (41 W
		\$3,462.04 LOST/STOLEN
		<u>\$ 35,863.11</u> FY 17-18 (41 W

RP QTY

Lost/Replaced	REPL	PRORATED	350	
POLO SHIRT	\$12.00	5.30%	18.55	\$222.60
CARGO PANTS	\$13.00	4.02%	14.07	\$182.91
COTTON WORK SHIRT	\$13.00	0.91%	3.185	\$41.41
COTTON WORK PANTS	\$13.00	0.21%	0.735	\$9.56
CARGO SHORTS	\$13.00	1.42%	4.97	\$64.61
CINTAS OXFORD	\$13.00	1.03%	3.6	\$46.80
CINTAS WORK JEAN	\$15.00	6.17%	21.595	\$323.93
CATHY PANTS	\$13.00	0.51%	1.785	\$23.21
PERMA LINED JACKET	\$16.00	0.19%	0.665	\$10.64
PLEATED PANTS	\$13.00	0.21%	0.735	\$9.56
LAB COAT	\$15.00	0.35%	1.225	\$18.38
COMFORT SHIRT	\$12.00	39.94%	139.80378	\$1,677.65
COMFORT PANT	\$13.00	36.65%	128.2761	\$1,667.59
WOMENS OXFORD	\$13.00	0.26%	0.8993226	\$11.69
3X5 MATS	\$45.00	0.40%	1.3898622	\$62.54
3X5 DUARLITE MATS	\$45.00	0.02%	0.0817566	\$3.68
3X5 SCRAPER MATS	\$45.00	0.02%	0.0817566	\$3.68
3X10 MATS	\$65.00	0.05%	0.1635132	\$10.63
SHOP TOWELS	\$0.00	2.34%		

\$4,391.04

1 YEAR W/ LOST & STOLEN	\$45,485.23
2 YEAR W/ LOST & STOLEN	\$90,970.46

Current Cintas - USC			
Item	Weekly Unit Price	Quantity	Total
Polo Shirts	\$0.260	227	\$59.02
Cargo Pants	\$0.300	172	\$51.60
Carhartt Jean	\$0.600	8	\$4.80
Carhartt Workshirt	\$0.460	35	\$16.10
Cotton Work Shirt	\$0.240	39	\$9.36
Cotton Work Pant	\$0.340	9	\$3.06
Cargo Shorts	\$0.300	61	\$18.30
Carhartt Work Pant	\$0.410	22	\$9.02
Cintas Oxford	\$0.250	44	\$11.00
Carhartt 5 Pocket Jean	\$0.460	219	\$100.74
Cintas Work Jean	\$0.590	15	\$8.85
Cathy Pant	\$0.270	22	\$5.94
Perma Lined Jacket	\$0.450	8	\$3.60
Pleated Pant	\$0.280	9	\$2.52
Lab Coat	\$0.240	15	\$3.60
Comfort Shirt	\$0.180	1675	\$301.50
Comfort Pant	\$0.200	1569	\$313.80
Women Oxford	\$0.230	11	\$2.53
Shop Towels	\$0.060	100	\$6.00
3x5 Mats	\$0.500	17	\$8.50
3X5 Duralite Mats	\$2.330	1	\$2.33
3x5 Scraper Mats	\$2.140	1	\$2.14
3x10 Mat	\$0.735	2	\$1.47
Sig Air SVC	\$7.000	4	\$28.00

wkly. **\$973.78**

Annual 50,636.56