

Purchasing Division

Procurement Routing Slip

Directions:

1. Review the attached item.
2. Make any necessary changes.
3. Initial and date the designated boxes that apply.
4. Forward to the next office on the routing slip.
5. **Please return this routing slip and attachments to Purchasing after all parties have reviewed.**

ORIGINATOR	Lorianne Luciano
DEPARTMENT	Purchasing
ITB/RFP/RFQ # (include timeline)	Bid 19-07
Document Name: Agreement Bid 19-07 Cintas Contract Amendment	

01/04/21	Date Received	Reviewed No Changes	Reviewed See Changes	Date Forwarded	Other
<input checked="" type="checkbox"/> Department Head initials verified					
Procurement Office	01/04/21	Lorianne Luciano <small>Digitally signed by Lorianne Luciano DN: cn=Lorianne Luciano, o=City of Wilson, ou=City of Wilson, email=Lorianne.Luciano@wilsonnc.gov, c=US Date: 2021.01.11 08:56:33 -06'00'</small>		1/4/21	
Finance Office Barbara Bailey <small>Digitally signed by Barbara Bailey Date: 2021.01.19 11:17:45 -06'00'</small>					
City Attorney Office		Traci Briggs <small>Digitally signed by Traci Briggs DN: cn=Traci Briggs, email=Traci.Briggs@wilsonnc.gov, o=City of Wilson, ou=City of Wilson, c=US Date: 2021-01-15 14:48:09</small>			
Signature Authority:					
<input type="checkbox"/> City Manager					
<input type="checkbox"/> Assistant City Manager					
<input checked="" type="checkbox"/> Finance Director		Jonathan Locke <small>Digitally signed by Jonathan Locke Date: 2021.01.20 09:41:01 -06'00'</small>			
<input type="checkbox"/> Department: _____					
Purchasing Office (Return routing slip and a copy of all documents.)					

NOTES:

- All parties sign/date the routing slip
- All parties initial the memo
- CA initial pages 3, 7, 8, 9, and 10 under each signature block
- EDF sign pages 3, 7, 8, 9 and 10

DISPOSITION STATEMENT:



INTEROFFICE MEMORANDUM

TO: Jonathan Locke, Executive Director of Finance JL
VIA: Traci Briggs, City Attorney TB
FROM: Lorianne Luciano, Director of Procurement & Contract Management
DATE: **DECEMBER 28, 2020**
SUBJECT: **CINTAS – CONTRACT AMENDMENT**

On November 27, 2018 City Council awarded Bid #19-07 for Uniform Services to Cintas. The contract was effective December 14, 2018 for a three (3) year term with the option to renew two (2) additional one (1) year terms.

The City was recently approached by Cintas with a price decrease from their original bid price. The cost savings to the City would approximately be about \$14,724 annually.

In order to receive the cost savings, the City would have to amend the original term of the contract. The new term would be a consecutive three (3) year term with out an option to renew.

After receiving positive feedback from the Departments that utilize Cintas its recommended to amend the current Cintas agreement for an additional three (3) year term. The contract would be effective the date its signed and expire three (3) years later.

Uniform services will remain being paid out of Aviation, Community Development, Recreation Services and Finance Department's Uniform and Clothing accounts 41-20.

Attached:
Amended Cintas Agreement
Original Cintas Agreement
CCMR 18-112R

Please contact me if you have any questions.

Thank you,

Lorianne
Luciano

Digitally signed by Lorianne Luciano
DN: cn=Lorianne Luciano, o=City of
Killeen, ou,
email=lluciano@killeentexas.gov, c=US
Date: 2021.01.11 10:59:38 -0600

Lorianne Luciano
Director of Procurement and Contract Management



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 – Austin

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**Date 1/11/2021Customer/Participating Agency City of KilleenPhone 254-501-7729Address 101 N. College Street (See Exhibit B) City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	

- This agreement will amend the contract terms that were initially agreed to in the previous contract signed December 14, 2018 between Cintas Corporation and the City of Killeen, TX.
- This agreement is effective as of this date February 1, 2021, for a term of 3 years. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ Exhibit A each • Company Emblem \$ Exhibit A each
- Customer Emblem \$ Exhibit A each • Embroidery \$ Exhibit A each
- COD Terms \$ Not applicable per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item Department specific % of Inventory \$ Ea.
- Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
- Minimum Charge \$ 35.00 per stop per delivery.
- Make-Up charge \$ Exhibit A 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 \$ Exhibit A per garment.
- Seasonal Sleeve Change \$ Exhibit 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.
- Artwork Charge for Logo Mat \$ 150.00 if requested
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit A attached			

*Indicated bundled items/services

- ☐ Initial and check box if Unlease. All Garments will be cleaned by customer
Date _____
- ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date 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 embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No. 86-AustinCUSTOMER:
Please Sign NameJonathan
LockeDigitally signed by Jonathan
Locke
Date: 2021.01.20 09:37:17
-06'00'

FOR

By: [Signature]Please Print Name Kent CagleTitle: Government Account ManagerPlease Print Title City Manager

Accepted-GM: _____

Email jlocke@killeentexas.gov

TB

Omnia Partners Public Sector Participating Public Agencies Terms

1. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the 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 length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the 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.

2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices:** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Flame Resistant Garments:** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
7. **High Visibility Garments:** City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Hi-Vis", and together with the FRC, the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Hi-Vis meet the required level of visibility for any particular work conditions or uses; and (c) determining when Hi-Vis require repair or replacement to meet the required level of visibility. City acknowledges and understands that the Hi-Vis alone do not ensure visibility of the wearer. City further acknowledges that Bidder is relying upon City to determine whether any Hi-Vis need repair or replacement to maintain the required level of visibility. Bidder represents only that the Hi-Vis supplied satisfy certain ANSI/ISEA standards to the extent the Hi-Vis are so labeled. City acknowledges that Bidder has made no other representations, covenants or warranties, whether express or implied, related to the Hi-Vis. Further, City hereby releases Bidder from any and all liability that results or might result from the failure of the Hi-Vis to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Bidder harmless from any claims that result or might result from any such failure.
8. **Logo Mats:** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
9. **Adding Employees:** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
10. **Emblem Guarantee:** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

11. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
12. **Terminating Employees:** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
13. **Replacement:** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
14. **Indemnification:** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
15. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve (12) months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.


Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
Uniform Items			
205/271	Women's Comfort Shirt	\$0.17	\$ 17.00
259	Polo Shirt	\$0.23	\$ 20.00
270	Men's Cargo Pants	\$0.33	\$ 27.00
273	WOW Shirt	\$0.25	\$ 23.00
275	Hi Performance Polo	\$0.34	\$ 28.00
280	Carhartt FRC Five Pocket Jean	\$0.55	\$ 49.00
294	Carhartt FRC Work Shirt	\$0.42	\$ 49.00
330	100% Cotton Work Shirt	\$0.25	\$ 18.00
340	100% Cotton Work Pants	\$0.34	\$ 23.50
361	Soft Shell Jacket	\$1.01	\$ 56.00
370	Cargo Shorts	\$0.31	\$ 27.00
374	Men's Oxford Shirt	\$0.25	\$ 22.00
382	Carhartt Carpenter Jean	\$0.37	\$ 30.00
383	Carhartt Work Pant	\$0.42	\$ 25.00
384	Carhartt Work Shirt	\$0.33	\$ 25.00
390 / 395	Women's Comfort Pants	\$0.27	\$ 21.00
391	Carhartt FRC Coverall	\$0.88	\$ 84.00
677	Permalined Jacket	\$0.40	\$ 30.00
865	Pleated Pants	\$0.27	\$ 22.00
894	Dickie's Five Pocket Jean	\$0.37	\$ 29.00
910	100% Cotton Coveralls	\$0.52	\$ 37.00
912	Poly-Cotton Blend Coveralls	\$0.25	\$ 30.00
935	Comfort-Flex Work Shirt	\$0.17	\$ 15.00
945	Comfort-Flex Flat Front Pants	\$0.19	\$ 18.00
970	Hip-Length Jacket	\$0.40	\$ 31.00
59330	Enhanced-Vis Cotton Shirt	\$0.55	\$ 34.00
59935	Enhanced-Vis Comfort Shirt	\$0.43	\$ 30.00
59945	Enhanced-Vis Comfort Pant	\$0.50	\$ 26.00
65418	High-Vis ANSI Shirt	\$0.77	\$ 53.00
66273	Women's WOW Shirt	\$0.25	\$ 23.00
66275	Women's High Performance Polo	\$0.34	\$ 28.00
66528	Women's Oxford Shirt	\$0.30	\$ 19.00
	Uniform Advantage (per garment)	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program (per garment)	\$0.09	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.50	NA
	Standard Company Emblem (if not using Emblem Advantage)	\$2.25	NA
	Custom Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Embroidery (requires buyback)	\$4.95	NA
	Preparation Advantage Program (per garment)	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.50	NA
	Size Premium Charge	\$0.10	NA
	Seasonal Sleeve Change (if applicable, per garment)	\$12.00	NA
	Size Change (if requested within 4 weeks of garment issue)	\$12.00	NA
8000	Lockers	\$0.00	\$ 500.00
8004	Laundry Lock Up	\$0.00	\$ 200.00
	Delivery Fee	\$0.00	NA
Facility Service Items			
1919	2x3 Wellness Mat	\$2.25	\$ 135.00
1946	24" Mop Frame	\$0.00	\$ 9.00
1947	36" Mop Frame	\$0.00	\$ 9.00
2160	Shop Towel - Red	\$0.07	\$ 0.41
2477	3x5 Scraper Mat - Weekly	\$2.43	\$ 40.50

2477	3x5 Scraper Mat - EOW	\$3.65	\$	40.50
2478	4x6 Scraper Mat - EOW	\$4.72	\$	52.00
2570	24" Dust Mop	\$0.84	\$	7.20
2590	36" Dust Mop	\$1.13	\$	9.00
2604	48" Dust Mop	\$1.38	\$	10.80
2650	Wet Mop	\$1.35	\$	10.80
6922	Wet Mop Handle	\$0.00	\$	9.00
6924	Dust Mop Handle	\$0.00	\$	9.00
27026	Sig Series Air Freshener Service - EOW	\$6.84	\$	-
27028	Sig Series Air Freshener Refill - EOW	\$0.00	\$	-
27030	Sig Series Air Freshener Dispenser - EOW	\$0.90	\$	36.00
27032	Sig Series Air Freshener Cover	\$0.00	\$	18.00
10186	4x6 Active Scraper	\$3.96	\$	110.00
843XX	3x5 Carpet Mat - Weekly	\$2.87	\$	40.50
843XX	3x5 Carpet Mat - EOW	\$4.30	\$	40.50
844XX	4x6 Carpet Mat - Weekly	\$3.04	\$	63.00
844XX	4x6 Carpet Mat - EOW	\$4.56	\$	63.00
840XX	3x10 Carpet Mat	\$4.22	\$	81.00

Additional products and services may be added to this contract provided that Cintas offers the Omnia cooperative pricing (contract #R-BB-19002)

Cintas Acceptance		Customer Acceptance	
Name:	Jeremy Dressler	Name:	Kent Cagle
Title:	Government Account Manager	Title:	City Manager
Signature:		Signature:	Jonathan Locke <small>Digitally signed by Jonathan Locke Date: 2021.01.20 09:38:23 +06'00'</small>
Date:	1/21/2021	Date:	1/20/21

FOR

TB

Cintas/City of Killeen Agreement - Exhibit B: Delivery Locations

Custodial Department	2404 E. Rancier Avenue
Parks Department	810 S. Conder Park
Utility Collections Department	210 W. Avenue C
Court House	200 E. Avenue D, Suite 101
Print Shop Department	802 2nd Street, Suite 101
Solid Waste - Recycling	111 E. Avenue F
Water Distribution	1901 Botanical Drive
Water Operations	1901 Botanical Drive
Water Sanitation	1901 Botanical Drive
Drainage Department	907 W. Jasper Drive
Mowing Department	907 W. Jasper Drive
Community Center	2201 E. Veteran Memorial Blvd
Solid Waste - Commercial	2003 Little Nolan Rd
Solid Waste - Residential	2003 Little Nolan Rd
Fleet Department	2003 Little Nolan Rd
Streets Department	3201 S W S Young Drive
Conference Center	3601 S W S Young Drive
Airport - Aviation Fuel Department	8101 S. Clear Creek Rd
Airport - Aviation Maintenance Department	8101 S. Clear Creek Rd
Solid Waste - Transfer Station	12220 S Hwy 195

Cintas Acceptance	Customer Acceptance
Name: <i>Jeremy Dressler</i>	Name: Kent Cagle
Title: <i>Government Account Manager</i>	Title: City Manager
Signature: <i>Jeremy Dressler</i>	Signature: Jonathan Locke <small>Digitally signed by Jonathan Locke Date: 2021.01.20 09:38:55 -06'00'</small>
Date: <i>1/11/2021</i>	Date: 1/20/21

FOR

TB

Cintas / City of Killeen Agreement - Exhibit C: Buyback Items

Buybacks will not be enforced with this agreement, provided the garments utilized in the program are the Cintas item numbers located in Exhibit A, AND those garments do not require direct embroidery or emblems that do not conform to the standard emblem sizes and emblem placements used on the garments listed in Exhibit A. If customer elects to utilize an emblem of a non-standard size (i.e. - circle-shaped, larger or smaller than standard emblems, etc.), elects to have the emblems on a non-standard location (shoulder, back, etc.), or elects to have the garments direct embroidered, those garments will be subject to a buyback at the replacement costs listed on Exhibit A.

Cintas Acceptance:

Name: Jeremy Dressler

Title: Government Account Manager

Signature: Jeremy Dressler

Date: 1/11/2021

Customer Acceptance

Name: Kent Cagle

Title: City Manager FOR

Signature: Jonathan Locke Digitally signed by Jonathan Locke
Date: 2021.01.20 09:39:23 -06'00'

Date: 1/20/21

TB

Cintas / City of Killeen Agreement - Non-Appropriation of Funds

It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of the City of Killeen, then the City of Killeen shall notify Cintas and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the department(s) directly impacted by the insufficient funding for the City of Killeen.

Cintas Acceptance:

Name: Jeremy Dressler

Title: Government Account Manager

Signature: Jeremy Dressler

Customer Acceptance

Name: Kent Cagle

Title: City Manger FOR

Signature: Jonathan Locke

Digitally signed by
Jonathan Locke
Date: 2021.01.20
09:39:54 -06'00'

TB



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 - Austin
 Contract No. _____
 Customer No. _____
 Main Corporate Code → 50716
 Date 12/14/2018

Customer/Participating Agency City of Killeen Phone 254-501-7600
 Address 101 N. College Street City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	

- This agreement is effective as of this date 12/14/2018, for a term of 3 years, with the option to renew two additional 1 year periods. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem \$ Exhibit A ea
- Customer Emblem \$ Exhibit A ea
- COD Terms \$ NA 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 _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ Exhibit A 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 \$ Exhibit A per garment.
- Seasonal Sleeve Change \$ 12.00 if applicable 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: \$ NA per week
- Artwork Charge for Logo Mat \$ 150.00 if requested
- Uniform Storage Lockers: \$ Exhibit A ea/week, Laundry Lock-up: \$ Exhibit A ea/week, Shipping: \$ NA
- Service Charge: \$ 0.00 per week
 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 \$ 12.00 per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit A attached			

*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 with direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No. 86 - AustinBy: [Signature]Title: Governmental Regional Manager

Accepted-GM: _____

CUSTOMER: [Signature]

Please Sign Name _____

Please Print Name Ronald L. OlsonPlease Print Title City ManagerEmail lluciano@killeentexas.gov

US Communities Participating Public Agencies Terms

- 1 **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the 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 length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the 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.
- 2 Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

- 3 **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
- 4 **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
- 5 **Flame Resistant Garments** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
- 6 **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- 7 **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
- 8 **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.

- 9 In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
- 10 **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company
- 11 **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
- 12 **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
- 13 **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.
If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service
If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.
If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 14 **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
- 15 **Enhanced-Visibility or High-Visibility Garments:** Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties, whether express or implied, related to the garments. Further, Customer hereby releases Company from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify to the fullest extent permitted by law, and hold the Company harmless from any claims that result or might result from such failure.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.19	\$ 17.00
259	Polo Shirt	\$0.27	\$ 20.47
270	Men's Cargo Pants	\$0.33	\$ 27.46
273	WOW Shirt	\$0.28	\$ 32.26
275	Hi Performance Polo	\$0.38	\$ 41.33
280	Carhartt FRC Five Pocket Jean	\$0.71	\$ 55.00
291	Carhartt FRC Coverall	\$1.12	\$ 120.00
330	100% Cotton Work Shirt	\$0.24	\$ 17.62
340	100% Cotton Work Pants	\$0.35	\$ 24.61
374	Men's Oxford Shirt	\$0.25	\$ 21.76
382	Carhartt Carpenter Jean	\$0.47	\$ 30.05
383	Carhartt Work Pant	\$0.47	\$ 26.94
384	Carhartt Work Shirt	\$0.41	\$ 24.87
390 / 395	Women's Comfort Pants	\$0.28	\$ 21.76
677	Permalined Jacket	\$0.44	\$ 32.13
865	Pleated Pants	\$0.28	\$ 22.80
894	Dickie's Five Pocket Jean	\$0.47	\$ 26.94
910	100% Cotton Coveralls	\$0.42	\$ 41.97
912	Poly-Cotton Blend Coveralls	\$0.31	\$ 30.57
935	Comfort-Flex Work Shirt	\$0.18	\$ 15.55
945	Comfort-Flex Flat Front Pants	\$0.21	\$ 18.39
970	Hip-Length Jacket	\$0.42	\$ 30.57
59935	Enhanced-Vis Comfort Shirt	\$0.55	\$ 30.60
65418	High-Vis ANSI Shirt	\$0.92	\$ 53.10
66273	Shirt	\$0.28	\$ 32.26
66275	Women's High Performance	\$0.38	\$ 41.33
66528	Women's Oxford Shirt	\$0.23	\$ 22.07
	Soiled Hamper	\$0.00	
	Lockers	\$3.63	
843XX	3x5 Carpet Mat	\$2.07	\$ 46.64
844XX	4x6 Carpet Mat	\$2.52	\$ 72.54
840XX	3x10 Carpet Mat	\$3.04	\$ 93.27
2570	24" Dust Mop	\$0.82	\$ 10.36
2590	36" Dust Mop	\$0.98	\$ 10.36
2604	48" Dust Mop	\$1.29	\$ 12.46
2650	Wet Mop	\$1.43	\$ 10.36
	Uniform Advantage	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
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	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA



U.S. COMMUNITIES®

GOVERNMENT PURCHASING ALLIANCE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

Regular 11-27-18
Item # RS-18-104
CCM/R 18-112R

CITY COUNCIL MEMORANDUM FOR RESOLUTION

DATE: November 13, 2018
TO: Ronald L. Olson, City Manager
FROM: Jonathan Locke, Executive Director of Finance
SUBJECT: Authorize the award of Uniform Services, Bid No. 19-07, to Cintas

BACKGROUND AND FINDINGS:

On October 23, 2018, at 2:00 pm, bids were opened and read aloud for the procurement of the City's uniform services. A total of 361 City employees across the Aviation, Community Development, Community Services and Finance Departments require uniforms to help the City maintain a professional image and to clearly identify City workers to the public. Uniform services addressed by this contract include uniform rental, cleaning of uniforms and accessory items (e.g. floor mats, dust mops and shop towels). During the preceding three fiscal years, FY2016, FY2017 and FY2018, the cost of the uniform services for the departments included has been \$181,951, \$155,115 and \$151,885, respectively.

Two vendors, Cintas and Unifirst, submitted bids and an interview was conducted with both companies. A panel of six employees evaluated the vendor bid proposals and interviews based on ten categories that include: purchase price, terms and conditions, reputation of the bidder and of the bidder's goods/services, quality of bidder's good/services, whether the goods/services meet City's needs, bidder's past relationship with the City, delivery/pick up process, sample invoice provided, three references provided and the Conflict of Interest Questionnaire provided.

The contract awarded under this bid is based upon the evaluation scores and will be for a term of three (3) years with the option to renew for two (2) additional one (1) year periods.

Summary of bid totals per uniform item requested at a weekly cost to rent and clean and rent only are shown below. Cintas submitted pricing based on of the U.S. Communities Cooperative Contract.

Vendor:	Rent & Clean Weekly Price	Rent Only Weekly Price
Cintas	\$60.67	\$15.64
Unifirst	\$62.67	\$16.43

THE ALTERNATIVES CONSIDERED:

1. Award the bid as recommended.
2. Reject the bid and rebid uniform services or purchase uniforms and contract with a laundry service.

Which alternative is recommended? Why?

The first alternative is recommended because it is the most cost effective and efficient.

CONFORMITY TO CITY POLICY:

An invitation to bid for the procurement of Uniform Services was advertised in compliance with the Texas Local Government Code chapter 252 and the City's purchasing policy.

FINANCIAL IMPACT:**What is the amount of the expenditure in the current fiscal year? For future years?**

The total amount of expenditures in FY 2019 is estimated to be \$150,454. Uniform Services are budgeted in the respective department's uniform and clothing accounts.

Is this a one-time or recurring expenditure?

This is a recurring expenditure with fixed costs.

Is this expenditure budgeted?

Yes, these expenditures are budgeted annually by the departments requiring the products and services.

If not, where will the money come from?

N/A

Is there a sufficient amount in the budgeted line-item for this expenditure?

Yes, the uniform and clothing accounts of the divisions that utilize uniform services have sufficient funding.

RECOMMENDATION:

Staff recommends that City Council award Bid 19-07, Uniform services, to Cintas for the City's uniform services through the U.S. Communities cooperative contract program, and that the City Manager or designee be authorized to execute any change orders as permitted by state and local law.

DEPARTMENTAL CLEARANCES:

Purchasing
Finance
Legal

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KILLEEN:

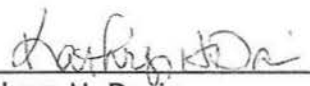
That the above stated recommendation is hereby approved and authorized.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Killeen, Texas, this the 27th day of November, 2018, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, § 551.001 *et seq.*

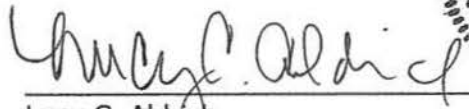
APPROVED


Jose L. Segarra
MAYOR

APPROVED AS TO FORM:


Kathryn H. Davis
CITY ATTORNEY

ATTEST:


Lucy C. Aldrich
CITY SECRETARY



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cintas Corporation
Austin, TX United States

Certificate Number:
2018-417237

Date Filed:
10/22/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-07
Uniform rental services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Jeremy Dressler, and my date of birth is 11/1/79.

My address is 3103 Ridge Trace Circle, Marshall, TX, 76063, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 22 day of October, 2018.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cintas Corporation
Austin, TX United States

Certificate Number:
2018-417237

Date Filed:
10/22/2018

Date Acknowledged:
11/28/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Killeen

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-07
Uniform rental services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)