

AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH CINTAS CORPORATION TO PROVIDE RENTAL UNIFORMS.

#4488

Sponsor:

**Council
Member
Dixon**

WHEREAS, pursuant to Section 2-308 and Section 8-200 of the City Charter, City Council may, by ordinance, authorize contracts for the supplying of personal property and the rendering of services to the City for a period of more than one year; and

WHEREAS, the City desires to enter into a multi-year rental agreement with Cintas Corporation (the "Contractor") for the supply of rental uniforms for use by the Department of Licenses and Inspections (the "Contract"), a copy of which is attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the term of the Contract is for a period of three (3) years, at an annual price of Fifteen Thousand Dollars (\$15,000.00), for a total price of Forty Five Thousand Dollars (\$45,000.00); and

WHEREAS, it is the recommendation of the Department of Licenses and Inspections that the City enter into the Contract with the Contractor for a period of three (3) years from March 2018 through March 2021.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON
HEREBY ORDAINS:**

SECTION 1. The Contract between the City of Wilmington and Cintas Corporation, a copy of which Contract is attached hereto as Exhibit "A," for the period of three (3) years from March 2018 through March 2021, at an annual price of Fifteen Thousand Dollars (\$15,000.00) for a total price of Forty Five Thousand Dollars (\$45,000.00), is hereby approved, and the Mayor and the City Clerk are hereby authorized and directed to execute as

many copies of the Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall become effective immediately upon its passage by City Council and approval by the Mayor.

First Reading.....March 1, 2018
Second Reading.....March 1, 2018
Third Reading.....

Passed by City Council,

President of City Council

ATTEST: _____
City Clerk

Approved this ____ day of _____, 2018.

Mayor

SYNOPSIS: This Ordinance authorizes the execution of a rental agreement between the City of Wilmington and Cintas Corporation for the supply of rental uniforms for use by the Department of Licenses and Inspections (the "Contract") for the period of three (3) years from March 2018 through March 2021, at an annual price of Fifteen Thousand Dollars (\$15,000.00) for a total price of Forty Five Thousand Dollars (\$45,000.00).

FISCAL IMPACT STATEMENT: This Ordinance authorizes the execution of the Contract for the period of three (3) years from March 2018 through March 2021, at an annual price of Fifteen Thousand Dollars (\$15,000.00) for a total price of Forty Five Thousand Dollars (\$45,000.00).

EXHIBIT "A"



Uniform Services
Agreement

Location No. _____ 100

Contract No. _____

Customer

No. _____ 9121

Main Corporate

Code → 50716

Tile & Carpet

Corporate Code →

50717

Date _____

Customer/Participating Agency _____ City of Wilmington Dept of Licensing and Inspection _____ Phone _____ 302-

Address _____ 800 N. French Street FL#3 _____ City _____ Wilmington _____ State _____ DE _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
374	Cintas Oxford Shirt	0.26
66528	Womens Oxford Shirt	0.24
270	Cargo Pant	0.332
945	Comfort Pant	0.213

- This agreement is effective as of this date _____, for a term of 36 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 \$ _____ N/A _____ ea • Company Emblem \$ _____ N/A _____ ea
- Customer Emblem \$ _____ N/A _____ ea • Embroidery \$ _____ 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 _____ % of Inventory _____
\$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____
\$ _____ Ea.
- Minimum Charge \$ _____ N/A _____ per delivery.
- Make-Up charge \$ _____ 1.95 _____ 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 \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ 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: \$ _____ ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge: \$29.33

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.

FACILITY SERVICES
PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	00002	Uniform Advantage	W		0.08

*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 embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ 100 _____
By: _____ Nick Beninato _____
Title: _____ MDR _____
Accepted-GM: _____

Please Sign
Please Print Name
Please Print

Supplier General Service Terms Section

1 **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.

2 **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.

- 3 Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
- 4 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.
- 5 Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written 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.
- 6 Emblem Guarantee** If Customer requests 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.

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.

- 7 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.
- 8 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.

9 Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Customer, 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.

10 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. The City of Wilmington Terms and Conditions are attached and incorporated into this agreement and shall become an integral part hereof.

**CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS BETWEEN CITY
OF WILMINGTON AND CINTAS CORPORATION**

**(the Agreement as supplemented by these General Terms and Conditions shall hereinafter
be referred to collectively as the “Agreement”)**

1. **Insurance Coverage.** Cintas Corporation (the “Contractor”) shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers’ compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington (“City”). Contractor shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured on the comprehensive general liability insurance policy.

2. **Use of Subcontractors.** Contractor may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the approval of the City.

3. **Discrimination and Harassment.** In the performance of this Agreement, the parties agree that they shall not discriminate or harass, or permit discrimination or harassment, against any person because of age, sex, marital status, race, religion, color, national origin or sexual orientation.

4. **Indemnification.** Contractor shall indemnify and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorneys’ fees, resulting from the negligent acts or omissions of Contractor, its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

6. **Reports and Information.** Contractor, at such time and in such form as the City may require, shall furnish the City such reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Contractor shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Contractor shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports,

analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Contractor under this Agreement are confidential, and Contractor agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. Ownership of Information. All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Contractor in connection with this Agreement shall become the exclusive property of the City for use by the City as the City deems appropriate. Contractor may keep copies of such documents for its records. Any reuse of the documents without the Contractor's written consent shall be at user's risk and responsibility.

11. Notices. Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

Jeffrey Starkey
City of Wilmington
Licensing and Inspection
800 N. French Street, 3rd Floor
Wilmington, DE 19801

Contractor:

Nick Beninato
Market Development Representative
Cintas Corporation
95 Milton Drive
Aston, Pennsylvania 19014

12. Independent Contractor. Contractor (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. Oral Modifications. This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. Conflict Between Provisions. To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. Successors and Assigns. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Contractor, and their respective legal representatives, successors, and assigns.

16. Severability. The Agreement is intended to be performed in accordance

with and only to the extent permitted by all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

17. **Payment.** Payment shall be made by the City to the Contractor as provided in this Agreement after the satisfactory completion of the work specified in this Agreement and upon proper, undisputed invoice to the City.

18. **Applicable Law and Dispute Resolution.** The laws of the State of Delaware shall govern this Agreement. All disputes in connection with this Agreement shall be resolved by the courts of the State of Delaware. Contractor agrees to submit exclusively to the jurisdiction and venue of said courts.

19. **Signed Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

20. **High Visibility Garments.** For high visibility garments, City 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. If garment needs to be replaced outside of normal wear and tear, the City will be charged the then current replacement value. City acknowledges and understands that the garments alone do not ensure visibility of the wearer. City further acknowledges that Contractor is relying upon City to determine whether any garments need repair or replacement to maintain the required level of visibility. Contractor represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. City acknowledges that Contractor has made no other representations, covenants or warranties whether express or implied, related to the garments.