

CITY COUNCIL AGENDA REPORT

August 4, 2020
Operations Services

TITLE: APPROVE AGREEMENT WITH CINTAS CORPORATION IN THE AMOUNT OF \$165,000 FOR OPERATIONS SERVICES UNIFORMS, TOWELS AND MAT SERVICE

SUMMARY

The Operations Services Department's Administration Division oversees the contract for uniforms for 85 Department employees, towel service for the Senior Center kitchen, vehicle maintenance division and towels and floor mats for Police Administration.

The current agreement for uniform services is set to expire on June 30, 2020. As authorized in the City's Purchasing Policy, the City can "piggyback" on agreements through cooperative purchase agreements. The Cintas agreement is through the U.S Communities Government Purchasing Alliance and was entered into on December 13, 2018 and is valid until October 31, 2023, with an option to extend the contract for two additional years.

Over the three-year term the agreement amount will exceed \$100,000 requiring City Council approval per the City's Purchasing Policy.

RECOMMENDATION

Authorize the City Manager to approve the agreement with Cintas Corporation for a not-to-exceed amount of \$165,000 for uniforms, towels and mat service.

FINANCIAL STATEMENT

Funding for Operations Services staff uniforms and towels and mats is appropriated in the Operations Services Department's Administration, Police Administration and Library and Recreation division budgets. The total compensation for the three years of the agreement is \$165,000. The agreement amount is \$55,000 per fiscal year for FY 2020/21 through FY 2022/23.

BACKGROUND

The Operations Services Department’s Administration Division is responsible for managing the uniform service agreement for 85 Department employees, towel services for the Senior Center kitchen, vehicle maintenance division and rubber floor mats for Police Administration.

DISCUSSION

The current agreement for uniform services is set to expire on June 30, 2020, and per the City’s Purchasing Policy agreement amounts that exceed \$100,000 require City Council approval.

As authorized in the City’s Purchasing Policy, the City can “piggyback” on agreements through cooperative purchase agreements. The Cintas agreement is through the U.S Communities Government Purchasing Alliance and was entered into on December 13, 2018 and is valid until October 31, 2023, with an option to extend the contract for two additional years.

The total compensation for the three years of the agreement is \$165,000. The agreement amount is \$55,000 per fiscal year for FY 2020/21 through FY 2022/23.

Submitted by:



Kathleen Yurchak
Director of Operations and
Water Utilities

Fiscal Review:



Tina Olson
Director of Finance

Approved by:



Nelson Fialho
City Manager

Attachments:

- 1. Agreement with Cintas

AGREEMENT FOR GOODS / SERVICES

THIS AGREEMENT is made and entered into this 30 day of June, 2020 by and between Cintas Corporation No. 2 ("Contractor"), whose address is 1229 California Ave, Pittsburg, CA 94565, and telephone number is (925) 526-0477 and the City of Pleasanton, a municipal corporation ("City").

In consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

1. **Services to be Performed.** The work will consist of the services set forth in Attachment A. To the extent there are any conflicts between Attachment A and this Agreement, the terms of this Agreement shall prevail.
2. **Compensation.** City shall pay Contractor as set forth in Attachment A.
3. **Method of Payment.** Payment shall occur upon completion of work, acceptance by City staff, and submission by Contractor of a request for payment. Requests submitted promptly as of the 20th day of each month will be paid by the 10th day of the following month.
4. **Indemnification.** Contractor shall hold harmless, defend, and indemnify the City, its officers, and employees, against any and all claims, costs, demands, causes of action, lawsuits, losses, expenses or liability, including attorneys' fees, to the extent arising from the negligent acts or omissions of Contractor, its subcontractors, or agents.
5. **Insurance.** During the term of this Agreement, Contractor shall maintain in full force and effect, at its own cost and expense, insurance coverages with insurers with an A.M. Best's rating of no less than A:VII. Contractor shall have the obligation to furnish City, as additional insured, the minimum coverages identified below, or such greater or broader coverage for City, if available in the Contractor's policies:
 - a. **General Liability and Bodily Injury Insurance.** A commercial general liability insurance for at least \$2,000,000 combined limit for bodily injury and property damage and provide that the City, its officers, employees and agents are named additional insureds under the policy as evidenced by an additional insured endorsement satisfactory to the City Attorney. The policy shall state in writing either on the Certificate of Insurance or attached rider thereof that this insurance will operate as primary insurance for work performed by Contractor and its subcontractors, and that no other insurance effected by City or other named insured will be called on to cover a loss covered thereunder.
 - b. **Automobile Liability Insurance.** Automobile liability insurance in an amount not less than \$2,000,000 per person/per occurrence.
 - c. **Workers' Compensation Insurance.** Workers' Compensation Insurance for all of Contractor's employees, all in strict compliance with State laws, and to protect the City from any and all claims thereunder, including waiver of subrogation.
 - d. **Certificate of Insurance.** Contractor shall file a certificate of insurance with the City prior to the City's execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement. The Certificate of Insurance shall provide in writing that the insurance afforded

by this Certificate shall not be suspended, voided, canceled, reduced in coverage or in limits without providing notice to the City in accordance with California Insurance Code section 677.2 which requires the notice of cancellation to: 1) include the effective date of the cancellation; 2) include the reasons for the cancellation; and 3) be given at least 30 days prior to the effective date of the cancellation, except that in the case of cancellation for nonpayment of premiums or for fraud, the notice shall be given no less than 10 days prior to the effective date of the cancellation. Notice shall be sent by certified mail, return receipt requested. In addition, the insured shall provide thirty (30) days prior written notice to the City of any cancellation, suspension, reduction of coverage or in limits, or voiding of the insurance coverage required by this agreement. The City reserves the right to require complete certified copies of policies.

6. Independent Contractor. The Contractor is an independent contractor retained by the City to perform the work described herein. All personnel employed by the Contractor, including subcontractors, and personnel of said subcontractors, are not and shall not be employees of the City.

7. Miscellaneous Provisions.
 - a. City may terminate this Agreement at any time by mailing notice to Contractor at the address first stated above. Contractor shall be paid for that portion of goods provided / work completed when notice is received.
 - b. Contractor shall not assign or transfer this Agreement.
 - c. In the performance of this Agreement, Contractor, its employees and agents shall have the status of independent contractor, and not an employee of the City for any purpose.
 - d. If either City or Contractor waive a breach of this Agreement, such waiver shall not constitute a waiver of other or succeeding breaches of this Agreement.
 - e. This Agreement constitutes the entire understanding of the parties.
 - f. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with U.S. federal E-Sign Act of 2000 (15 U.S. Code §7001 et seq.), California Uniform Electronic Transactions Act (Cal. Civil Code §1633.1 et seq.), or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. With respect to signatures delivered via facsimile or electronically, Contractor shall deliver its original wet ink signature to the City within thirty (30) days following Contractor's original delivery via facsimile, electronic mail or other transmission method, provided that failure to deliver such original ink signature shall not affect the validity of the electronic signatures that were delivered.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

CITY OF PLEASANTON

CONTRACTOR

Nelson Fialho, City Manager

By: _____
Signature

Print name

ATTEST:

Title: _____

Karen Diaz, City Clerk

*[If Consultant is a corporation, signatures must
comply with California Corporations Code §313]*

APPROVED AS TO FORM:

Daniel G. Sodergren, City Attorney

By: _____
Signature

Print name

Title: _____

ATTACHMENT A



FACILITIES SOLUTIONS AGREEMENT

Location No. 038K

Contract No. 21002659

Customer No. 14468972

Main Corporate Code → **New CC 13218**

Date May 26th 2020

Customer/Participating Agency City of Pleasanton

Phone 925-931-5500

Address 3333 Busch St. City Pleasanton State CA Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	SEE ADDENDUM A	

- This agreement is effective as of this date from May 26th 2020 to October 31st 2023, with a minimum 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. 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 \$ 2.00 ea • Company Emblem \$ 3.00 ea
- Customer Emblem \$ 3.00 ea • Embroidery \$ 7.95 ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item 2100 Shop Towel % of Inventory 2 \$.475 Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 200.00 per delivery.
- Make-Up charge \$ 1.527 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 \$.153 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.
- Artwork Charge for Logo Mat \$ 150.00

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 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 ADDENDUM A			

*Indicated bundled items/services

ATTACHMENT A

- _____ Date _____ 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 customer.
- _____ Date _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments 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: 38K Pittsburg CA CUSTOMER:
Please Sign Name _____

By: Jeff Anderson Please Print Name _____

Title: Service Manager Please Print Title _____

Accepted-GM: _____ Email _____

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. 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.
7. 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.

ATTACHMENT A

8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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 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.

ATTACHMENT A

City of Pleasanton -Addendum 'A'

Item #	Description	Weekly Price	L/R Charge
NON-Garments			
10225	3x10 Xtraction mat	\$ 7.450	\$ 153.00
10188	3x5 Xtraction mat	\$ 5.80	\$ 91.00
10196	3x5 Traffic Mat	\$ 2.036	\$ 46.83
10197	4x6 Traffic Mat	\$ 7.20	\$ 99.00
10198	3x10 Traffic Mat	\$ 8.10	\$ 135.00
10184	3X5 ACTIVE SCRAPER	\$ 3.15	\$ 90.00
1801	2x3 Spring Mat	\$ 1.527	\$ 52.94
1802	3x5 Spring Mat	\$ 2.291	\$ 66.17
843XX	3x5 Logo Mat	\$ 2.443	\$ 84.49
84302	3x5 Safety Mat	\$ 3.309	\$ 66.17
6913	24 oz Synth Wet Mop	\$ 1.527	\$ 15.27
7116	12" Microfiber Mop Head	\$ 0.183	\$ 5.09
7245	Microfiber Mop Handle	\$ 0.814	\$ 10.18
9313	Moisturizing Soap Refill - 1000ml	\$ 2.036	\$ 25.45
9314	Heavy Duty Soap Scrub Service - 1000ml	\$ 2.036	\$ 25.45
9332	Antibacterial Gel Soap Service - 1000ml	\$ 1.527	\$ 25.45
09322	INSTANT HAND SANITIZER SERVICE - 1000 ml	\$ 2.75	22.50
09338	ALCOHOL FOAM SANITIZER SERVICE - 1000 ml	\$ 4.95	\$ 28.00
2742	King Premium Bath Towel	\$ 0.970	\$ 11.65
2700	TERRY TOWEL	\$ 0.13	\$ 1.17
2964	STRIPE SWIPE TOWEL	\$ 0.17	\$ 1.17
2702	BLUE TERRY TOWEL	\$ 0.13	\$ 1.17
2921	STRIPE GLASS TOWEL	\$ 0.17	\$ 1.17
2161	SM SHOP TWL-WHT	\$ 0.13	\$ 0.41
2169	SM SHOP TWL-BLUE	\$ 0.11	\$ 0.41
OTHER CHARGES			
15	Service Charge	\$ -	
125	Make Up Charge Per Garment	\$ 1.527	
	Make Up/Emblems Waived on Install?	For first 30 days	
	Minimum Stop Charge	\$ 35.00	
8000	LOCKER 8 COMP HANGER	\$ 2.00	
8004	LAUNDRY LOCK UP	\$ 2.00	
7329	Non-Standard Special Cut - Non-FRC	\$ 0.153	Shirts start at 2XL & pants start at size
5329	Non-Standard Special Cut - FRC COVERALL	\$ 0.153	
5330	Non-Standard Special Cut - FRC PTS/SHIRTS	\$ 0.153	
2	Uniform Advantage	*price local	
13	Premium Uniform Advantage	*price local	
14	Emblem Advantage	*price local	
7074	Prep (Makeup) Advantage	*price local	
8874	Mat Advantage	*price local	