

2020-082



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www.diamondhead.ms.gov

March 10, 2020

Mayor and Council
City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

Dear Councilmembers:

Re: Contract for Public Works Uniforms/Shop Supplies

Our current contract with Cintas for Public Works uniforms and shop supplies renews in July 2020. We have researched other companies and contacted references; UniFirst comes highly recommended and offers prices that are less than the current state contract price offered through Cintas. Attached is a price list from UniFirst as well as the state pricing for Cintas. Legal Counsel has reviewed the proposed contract with UniFirst and recommended some modifications.

It is my recommendation to enter into a 5-year contract with UniFirst contingent upon the concurrence and acknowledgement from UniFirst regarding the following:

1. Contract will require ratification by newly seated Council in July 2021.
2. City cannot pay for services not received should contract not be renewed in July 2021.
3. City cannot agree to binding arbitration.
4. This contract will be governed by Mississippi Law rather than Massachusetts Law.

Thank you in advance for your consideration and approval in this matter.

Sincerely,



Michael Reso
City Manager

MR:jk

INSTALLATION DATE _____

MM/DD/YYYY

COMPANY NAME (Customer) City of Diamondhead LOC. NO. _____

ADDRESS _____ ROUTE NO. _____

_____ DATE _____

PHONE _____ SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

| MERCHANDISE SERVICED | | | | | | | | |
|-----------------------------|---|------------------------------|---|---|--|---|-------------------------------|-------------------------------|
| ITEM DESCRIPTION | LOST/ DAMAGED REPLACEMENT CHARGE | SERVICE FREQUENCY | NO. OF PERSONS/ ISSUE PER PERSON | TOTAL NO. OF CHANGES/ PIECES | PRICE PER CHANGE/ PIECE | STANDARD/ NON- STANDARD¹ | TOTAL FULL SERVICE | TOTAL VAL-U-LEASE² |
| | | | | | | S | | |
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Minimum weekly charge applies; equal to 75% of the initial weekly install value.

| OTHER CHARGES | | AMOUNT |
|-------------------------------|------------------------|--------|
| Garment preparation per piece | | |
| Name emblem per piece | | |
| Company emblem per piece | | |
| Direct Embroidery: | Wearer name per piece | |
| | Company name per piece | |
| | | |
| | | |

| OTHER CHARGES | AMOUNT |
|--|--------|
| Non-stock sizes per piece | |
| Special cuts per piece | |
| Restock/Exchange per piece | |
| Automatic Wiper Replacement | |
| Automatic Linen Replacement | |
| DEFE (See description on reverse side) | |
| | |

PAYMENT TERMS: C.O.D. ☐ E.F.T. ☐ Approved Charge³ ☐

COMMENTS

① Acknowledge contract is subject to continuance by incoming council July 2021. ② City cannot agree to binding arbitration. ③ City cannot pay for services not received. ④ Contract shall be governed by Mississippi laws.

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.⁴

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization—including logos or brand identities—that has been requested.

SALES REP: _____
SALES REP (Print Name) _____ DATE _____

ACCEPTED: _____
 CUSTOMER (Signature) DATE

ACCEPTED⁵: _____

LOCATION MANAGER (Signature) _____ DATE _____

CUSTOMER (Print Name and Title)

LOCATION MANAGER (Print Name and Title) _____

EMAIL

¹ Out-sizes of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise.

[†] All returned checks and declined credit/debit cards subject to \$35 processing fee.

² Merchandise which is Val-U-Leased is not cleaned by UniFirst.

⁵ This Agreement is effective only upon acceptance by UniFirst Location Manager.

² Charge status contingent upon continuing credit worthiness and may be revoked at UniFirst's discretion.

This Agreement is ineffective only upon acceptance of similar treatment by another

PAGE 2 OF 2
CUSTOMER SERVICE AGREEMENT TERMS

REQUIREMENTS SUPPLIED. Customer orders from UniFirst Corp. ("UniFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer's requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UniFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges.

Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UniFirst Location Manager and continues in effect for 60 months after installation of Merchandise (for new customers) or any renewal date. This Agreement will be renewed automatically and continuously for multiple successive 60-month periods unless Customer or UniFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) to Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUUROOOSAG, other goods and services, or by 5%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UniFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UniFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a wearer leaving Customer's employ can be terminated by (1) giving notice thereof to UniFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UniFirst to make delivery and assumes responsibility for related charges/invoices.

If Customer fails to make timely payment, UniFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UniFirst has previously strictly enforced Customer's obligation to make timely payments. Customer agrees to pay, and will pay, all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFE CHARGE. Customer's invoices may also include a DEFE charge to cover all or portions of certain expenses including:

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer's place of business, primarily Route Sales Representative commissions, management salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses (past, present and future) UniFirst absorbs related to wastewater testing, purification, effluent control, solids disposal, supplies and equipment for pollution controls and energy conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UniFirst's fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UniFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that: (1) Customer has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for Customer's specific needs or intended uses; (2) UniFirst does not have any obligation to advise, and has not advised, Customer concerning the fitness or suitability of the Merchandise for Customer's intended use; (3) UniFirst makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise); and (4) UniFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employees while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UniFirst and its employees and agents from and against all claims, injuries or damages to any person or property resulting from Customer's or Customer's employee use of the Merchandise, whether or not such claims, injuries or damages arise from any alleged defects in the Merchandise.

Flame Resistant ("FR") Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer through the fabric and/or destruction of the fabric in the area of such exposure. FR items are designed for continuous wear as only a secondary level of protection. Primary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur.

Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candlepower at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers under specific work conditions. Further, Customer agrees that Visibility Merchandise alone does not ensure conspicuity of the wearer and that additional safety precautions may be necessary. The Visibility Merchandise supplied satisfied particular ANSI/ISEA standards only when they were new and unused and only if so labeled. Customer acknowledges that usage and laundering of Visibility Merchandise may adversely affect its conspicuity.

Healthcare/Food-Related Customer acknowledges that: (1) UniFirst does not guarantee or warrant that the Merchandise selected by Customer or that processed garments delivered by UniFirst will be appropriate or sufficient to provide a hygienic level adequate for individual Customer's needs; and (2) optional poly-bagging* is recommended to reduce the risk of cross-contamination of Merchandise, and the failure to utilize such service may adversely affect the efficacy of UniFirst's hygienic cleaning process.

(* Poly-bag services incur additional charges.)

If any Merchandise supplied hereunder is Merchandise that: (1) UniFirst does not stock for whatever reason (including due to style, color, size or brand); (2) consists of non-UniFirst manufactured or customized FR Merchandise; or (3) consists of Merchandise that has been permanently personalized (in all cases known as "Non-Standard Merchandise"), then, upon the discontinuance of any Service hereunder at any time for any reason, including expiration, termination, or cancellation of this Agreement, with or without cause, deletion of any Non-Standard Merchandise from Customer's Service Program, or due to employee reductions (in each case a "Discontinuance of Service"), Customer will purchase at the time of such Discontinuance of Service all affected Non-Standard Merchandise items then in UniFirst's inventory (in-service, shelf, as well as any manufacturer's supplies ordered for Customer's use), paying for same the replacement charges then in effect.

Customer agrees not to contaminate any Merchandise with asbestos, heavy metals, solvents, inks or other hazardous or toxic substances ("contaminants"). Customer agrees to pay UniFirst for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer will return to UniFirst all standard Merchandise in good and usable condition or pay for same at the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UniFirst's failure under the performance guarantee described above), Customer will pay UniFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by Customer to UniFirst, including the return of Standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by ^{Mississippi} Mississippi law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations within 30 days shall be resolved exclusively by final and binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association; and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy or claim. The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable by the parties; the Arbitrator shall have no power to vary or ignore the provisions hereof; and, the decision of the Arbitrator in accordance herewith, may be entered in any court having jurisdiction thereof. Customer acknowledges that, with respect to all such disputes, it has voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason in any proceeding, then the prohibition against class litigation shall be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UniFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UniFirst may, in its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UniFirst. Customer agrees that in the event it sells or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement; provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and early termination of this Agreement resulting in the obligation to pay all amounts on account thereof as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UniFirst's aggregate liability to Customer for any and all claims exceed the sum of all amounts actually paid by Customer to UniFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction or by a duly appointed arbitrator to be unenforceable, the balance will remain in effect. All written notices provided to UniFirst must be sent by certified mail to the attention of the Location Manager. In Texas and certain other locations, UniFirst's business is conducted by, and the term "UniFirst" as used herein means, UniFirst Holdings, Inc. d.b.a. UniFirst.

ACCEPTED. Customer Signature _____ Date _____ (I have read and agree to all of the above Terms.)

March 6, 2020

Uniform Service Proposal for

City Of Diamondhead



5237 Halls Mill RD, Building Q

FULL SERVICE RENTAL PROGRAM

| UniFirst Code | Item Description | Total Inventory | Weekly Qty | Unit Rate | Weekly Total |
|---------------|---|-----------------|------------|-----------|--------------|
| 06MX | SS Mimix Shirt (page 9) | 1 | 1 | \$ 0.40 | |
| 08MX | LS Mimix Shirt (page 9) | 1 | 1 | \$ 0.44 | |
| | | | | | |
| 0202 | SS Comfort Shirt (page 5) | 1 | 1 | \$ 0.12 | |
| 0102 | LS Comfort Shirt (page 5) | 1 | 1 | \$ 0.14 | |
| | | | | | |
| 04UM | SS Micro Check Shirt (page 10) | 1 | 1 | \$ 0.17 | |
| 03UM | LS Micro Check Shirt (page 10) | 1 | 1 | \$ 0.21 | |
| | | | | | |
| 04MM | SS Polo (page 24) | 1 | 1 | \$ 0.13 | |
| 08AP | LS Polo (page 25) | 1 | 1 | \$ 0.17 | |
| | | | | | |
| 0201 | SS 100% Cotton (page 14) | 1 | 1 | \$ 0.22 | |
| 0101 | LS 100% Cotton (page 14) | 1 | 1 | \$ 0.23 | |
| | | | | | |
| 1001 | 100% Cotton Pants (page 14) | 1 | 1 | \$ 0.30 | |
| | | | | | |
| 1002 | Flat Front Work Pants (page 4) | 1 | 1 | \$ 0.20 | |
| | | | | | |
| 10AI | Cargo Pants (page 36) | 1 | 1 | \$ 0.25 | |
| | UniFirst Corporation Uniforms - Services - Solutions | | | | |
| 10HD | Jeans (page 41) | 1 | 1 | \$ 0.30 | |

| | | | | | |
|------|---|---|---|----------|--|
| | | | | | |
| 1527 | Hip Jacket (page 55) | 1 | 1 | \$ 0.39 | |
| | | | | | |
| 8023 | Shop Rags | 1 | 1 | \$ 0.06 | |
| | | | | | |
| | **Usage Items** Replaced as needed | | | | |
| 1981 | Hand Soap | 1 | 1 | \$ 17.80 | |
| | | | | | |
| | Soap Dispenser is Free | | | | |
| | | | | | |
| DEFE | Delivery Fee | 1 | 1 | \$ 2.05 | |
| | | | | | |
| | | | | | |

Thank you for the opportunity to earn your business!

UniFirst Sales Representative

Tyler Canning

(251) 223-2022

UniFirst Corporation

Uniforms - Services - Solutions

UniFirst Corporation



Specialty Garment Protection Program

UniFirst is committed to responding to the concerns of our customers through the development of new programs and systems. One concern we hear about pretty regularly deals with the charges for garments slated for merchandise buyout. That's why we're pleased to announce the introduction of the *Specialty Garment Protection Program*, this new service features that have been designed to reduce the high costs associated with employee terminations.

Please check the box if this program best fits your financial needs.

- ☐ **Specialty Garment Protection Program:** This weekly charge reduces incidental "lost" garment charges by 75% off regular retail prices, with the remaining 25% appearing on subsequent invoices as a lost garment charge for a nominal weekly fee per garment. The SGPP program reduces the cost incurred by lost charges from terminated employees. **This discount applies to non standard garments or custom garments only.**

This program is totally voluntary and you have the choice to accept or decline.

Name of customer _____ Customer Number _____

Please sign below to be added to the Specialty Garment Protection Program

I elect at this time to accept the Specialty Garment Protection Program.

Signature

Date

Please print signature above

Title

Please sign below to decline the Specialty Garment Protection Plan

I elect at this time to not accept the Specialty Garment Protection Plan and would like to continue to handle damage charges as they appear and on a case by case basis

Signature

Date

Please print signature above

Title

By declining I acknowledge that I am subject to the merchandise buyout charges at the rate indicated on my Customer Service Agreement.



UniFirst Corporation

Garment Maintenance/Lost Protection Maintenance Program/Garment Protection Program Election Form

UniFirst is committed to responding to the concerns of our customers through the development of new programs and systems. One concern we hear about pretty regularly deals with the charges for damaged garments and lost charges that occasionally appear on your invoices. That's why we're pleased to announce the introduction of the *UniFirst Garment Maintenance Program, Lost Protection Maintenance Program and Garment Protection Program*, new service features that have been designed to eliminate most unexpected charges.

Please check the boxes of the appropriate product that best fits your financial needs.

- ☐ **Garment Maintenance Program:** This weekly charge eliminates unexpected damage charges for a small weekly fee per garment. The charge applies to all damaged garments except intentionally altered garments such as sleeve removal or alterations that are not made by UniFirst Corporation.
- ☐ **Lost Protection Maintenance Program:** This weekly charge reduces incidental "lost" garment charges by 75% off regular retail prices, with the remaining 25% appearing on subsequent invoices as a lost garment charge for a nominal weekly fee per garment. The LPMP program reduces the cost incurred by lost charges from terminated employees. This discount does not apply to non standard garments or custom garments.
- ☐ **Garment Protection Program:** This weekly charge is a combinations of the Garment Maintenance Program and Lost Protection Program. Both programs will eliminate most unexpected lost and damage charges. The weekly fee for both programs is discounted when electing the Garment Protection Program.

This program is totally voluntary and you have the choice to accept or decline:

Name of customer _____ Customer Number _____

Please sign below to be added to the GMP/LPMP/GPP program

I elect at this time to accept the Garment Protection, Lost Protection Maintenance Program and Garment Protection Program

Signature

Date

Please print signature above

Title

Please sign below to decline the GMP/LPMP/GPP program

I elect at this time to not accept the Garment Maintenance Program, Lost Protection Maintenance Program and Garment Protection Program and would like to continue to handle damage charges as they appear and on a case by case basis.

Signature

Date

Please print signature above

Title

By declining I acknowledge that I am subject to lost and damage charges at the rate indicated on my Customer Service Agreement.

Current contract- state pricing

| Item | Description | Usg | Unit Price | | | | |
|------|----------------------|-------------------------|------------|--|--|--|--|
| 205 | WOMENS SHIRT PKT | Rental Price Unit | \$ 0.17 | | | | |
| 205 | WOMENS SHIRT PKT | Lost Replacement Charge | \$ 17.00 | | | | |
| 259 | PRO KNIT NG | Rental Price Unit | \$ 0.23 | | | | |
| 259 | PRO KNIT NG | Lost Replacement Charge | \$ 20.00 | | | | |
| 268 | T SHIRT PRO KNIT | Rental Price Unit | \$ 0.17 | | | | |
| 268 | T SHIRT PRO KNIT | Lost Replacement Charge | \$ 16.00 | | | | |
| 270 | CARGO PANT | Rental Price Unit | \$ 0.33 | | | | |
| 270 | CARGO PANT | Lost Replacement Charge | \$ 27.00 | | | | |
| 273 | HIGH IMAGE WORKSHIRT | Rental Price Unit | \$ 0.25 | | | | |
| 273 | HIGH IMAGE WORKSHIRT | Lost Replacement Charge | \$ 23.00 | | | | |
| 275 | HI PERFORMANCE POLO | Rental Price Unit | \$ 0.34 | | | | |
| 275 | HI PERFORMANCE POLO | Lost Replacement Charge | \$ 28.00 | | | | |
| 280 | CARHARTT FR JEAN | Rental Price Unit | \$ 0.55 | | | | |
| 280 | CARHARTT FR JEAN | Lost Replacement Charge | \$ 49.00 | | | | |
| 290 | CARHARTT FR CARP JN | Rental Price Unit | \$ 0.55 | | | | |
| 290 | CARHARTT FR CARP JN | Lost Replacement Charge | \$ 49.00 | | | | |
| 294 | CARHARTT FR WORK SH | Rental Price Unit | \$ 0.42 | | | | |
| 294 | CARHARTT FR WORK SH | Lost Replacement Charge | \$ 49.00 | | | | |
| 317 | FROCK CR TAFF ELAS | Rental Price Unit | \$ 0.44 | | | | |
| 317 | FROCK CR TAFF ELAS | Lost Replacement Charge | \$ 25.00 | | | | |
| 330 | COTTON WORK SHIRT | Rental Price Unit | \$ 0.25 | | | | |
| 330 | COTTON WORK SHIRT | Lost Replacement Charge | \$ 18.00 | | | | |
| 340 | COTTON WORK PANTS | Rental Price Unit | \$ 0.34 | | | | |
| 340 | COTTON WORK PANTS | Lost Replacement Charge | \$ 23.50 | | | | |
| 366 | HIGH IMAGE JKT | Rental Price Unit | \$ 0.35 | | | | |
| 366 | HIGH IMAGE JKT | Lost Replacement Charge | \$ 45.00 | | | | |
| 370 | CARGO SHORTS | Rental Price Unit | \$ 0.31 | | | | |
| 370 | CARGO SHORTS | Lost Replacement Charge | \$ 27.00 | | | | |
| 371 | FR CARHARTT WORK PNT | Rental Price Unit | \$ 0.42 | | | | |
| 371 | FR CARHARTT WORK PNT | Lost Replacement Charge | \$ 44.00 | | | | |
| 374 | CINTAS OXFORD | Rental Price Unit | \$ 0.25 | | | | |
| 374 | CINTAS OXFORD | Lost Replacement Charge | \$ 22.00 | | | | |
| 381 | CARHARTT 5 PKT JN | Rental Price Unit | \$ 0.37 | | | | |
| 381 | CARHARTT 5 PKT JN | Lost Replacement Charge | \$ 27.00 | | | | |
| 382 | CARHARTT CARP JN | Rental Price Unit | \$ 0.37 | | | | |

| | | | | | | | | |
|-------|----------------------|-------------------------|----|-------|--|--|--|--|
| 382 | CARHARTT CARP JN | Lost Replacement Charge | \$ | 30.00 | | | | |
| 383 | CARHARTT PANT | Rental Price Unit | \$ | 0.42 | | | | |
| 383 | CARHARTT PANT | Lost Replacement Charge | \$ | 25.00 | | | | |
| 384 | CARHARTT SHIRT | Rental Price Unit | \$ | 0.33 | | | | |
| 384 | CARHARTT SHIRT | Lost Replacement Charge | \$ | 25.00 | | | | |
| 390 | WOMENS PANT SUSAN | Rental Price Unit | \$ | 0.27 | | | | |
| 390 | WOMENS PANT SUSAN | Lost Replacement Charge | \$ | 21.00 | | | | |
| 391 | CARHARTT FR CVRL | Rental Price Unit | \$ | 0.88 | | | | |
| 391 | CARHARTT FR CVRL | Lost Replacement Charge | \$ | 84.00 | | | | |
| 394 | CINTAS DENIM JEAN | Rental Price Unit | \$ | 0.29 | | | | |
| 394 | CINTAS DENIM JEAN | Lost Replacement Charge | \$ | 20.00 | | | | |
| 395 | WOMENS PANT CATHY | Rental Price Unit | \$ | 0.27 | | | | |
| 395 | WOMENS PANT CATHY | Lost Replacement Charge | \$ | 21.00 | | | | |
| 833 | FOOD PROC SHIRT | Rental Price Unit | \$ | 0.17 | | | | |
| 833 | FOOD PROC SHIRT | Lost Replacement Charge | \$ | 13.50 | | | | |
| 865 | PLEATED PANT | Rental Price Unit | \$ | 0.27 | | | | |
| 865 | PLEATED PANT | Lost Replacement Charge | \$ | 22.00 | | | | |
| 912 | COVERALL | Rental Price Unit | \$ | 0.25 | | | | |
| 912 | COVERALL | Lost Replacement Charge | \$ | 30.00 | | | | |
| 925 | LAB COAT | Rental Price Unit | \$ | 0.24 | | | | |
| 925 | LAB COAT | Lost Replacement Charge | \$ | 25.00 | | | | |
| 935 | COMFORT SHIRT | Rental Price Unit | \$ | 0.17 | | | | |
| 935 | COMFORT SHIRT | Lost Replacement Charge | \$ | 15.00 | | | | |
| 945 | COMFORT PANT | Rental Price Unit | \$ | 0.19 | | | | |
| 945 | COMFORT PANT | Lost Replacement Charge | \$ | 18.00 | | | | |
| 970 | HIP LENGTH JKT | Rental Price Unit | \$ | 0.40 | | | | |
| 970 | HIP LENGTH JKT | Lost Replacement Charge | \$ | 31.00 | | | | |
| 66273 | WOM HI IMAGE WORK SH | Rental Price Unit | \$ | 0.25 | | | | |
| 66273 | WOM HI IMAGE WORK SH | Lost Replacement Charge | \$ | 23.00 | | | | |
| 66275 | POLO WMNS POLY SS | Rental Price Unit | \$ | 0.34 | | | | |
| 66275 | POLO WMNS POLY SS | Lost Replacement Charge | \$ | 28.00 | | | | |
| 71125 | CHEF PANTS | Rental Price Unit | \$ | 0.32 | | | | |
| 71125 | CHEF PANTS | Lost Replacement Charge | \$ | 26.00 | | | | |
| 82497 | BUTCHER COAT | Rental Price Unit | \$ | 0.25 | | | | |
| 82497 | BUTCHER COAT | Lost Replacement Charge | \$ | 24.00 | | | | |
| 82670 | CHEF COAT | Rental Price Unit | \$ | 0.24 | | | | |
| 82670 | CHEF COAT | Lost Replacement Charge | \$ | 23.00 | | | | |

Garment

| ITEM | DESC | Unit Price |
|-------|-------------------------------|------------|
| 175 | VEST | \$ 0.369 |
| 271 | WOMENS SHIRT POCKETS | \$ 0.229 |
| 297 | Carhartt FR Tshirt | \$ 0.640 |
| 298 | Women's POLO SHIRTS | \$ 0.297 |
| 299 | PREMIUM PRO-KNIT POLO SHIRTS | \$ 0.309 |
| 344 | CARHARTT FR CARGO PT | \$ 0.462 |
| 347 | CARHARTT FR SHIRT | \$ 0.378 |
| 360 | WINDSHIRT | \$ 0.735 |
| 380 | SUSAN CARGO SHORT | \$ 0.333 |
| 385 | CATHY CARGO SHORT | \$ 0.333 |
| 387 | CARHARTT FR FTHWT CO | \$ 1.161 |
| 388 | SUSAN CARGO PANT | \$ 0.351 |
| 389 | CATHY CARGO PANT | \$ 0.351 |
| 392 | CARHARTT FR FTHWT SH | \$ 0.459 |
| 656 | NOMEX SHIRT | \$ 0.351 |
| 675 | COLLARLESS BLOUSE W GRIPPERS | \$ 0.198 |
| 737 | NOMEX COVERALL | \$ 0.765 |
| 746 | NOMEX PANT | \$ 0.513 |
| 894 | JEANS | \$ 0.365 |
| 910 | COTTON COVERALL | \$ 0.521 |
| 926 | LAPEL COAT | \$ 0.402 |
| 7158 | 88/12 AC SHIRT | \$ 0.495 |
| 7733 | FR BLENDED SHIRT | \$ 0.409 |
| 8066 | FR POLO KNIT SHIRT | \$ 0.774 |
| 8723 | FR BLENDED COVERALL | \$ 0.936 |
| 8803 | FR BLENDED PANT | \$ 0.462 |
| 9585 | FR JK W/EVIS#JLJ8NV | \$ 1.170 |
| 59294 | FR SHRT/CRHRT ANSI 3 | \$ 1.098 |
| 59330 | ENHANCE-VIS COTTON SHIRT | \$ 0.641 |
| 59340 | ENHANC-VIS COTTON PANT | \$ 0.616 |
| 59912 | ENHANCE-VIS COVERALL | \$ 1.069 |
| 59935 | VIS COMFORT SHIRT | \$ 0.428 |
| 59945 | VIS COMFORT PANT | \$ 0.496 |
| 59970 | ENHANC-VIS PERMA LINED JACKET | \$ 0.855 |
| 60078 | MODACRY JK LINER | \$ 0.675 |
| 60079 | FR CTN BLEND SH W/RF | \$ 0.855 |
| 60607 | FR SH 7OZ 88C/12N LS | \$ 0.485 |
| 60659 | FR FOOD PROC SHIRT | \$ 0.495 |
| 60680 | FR 100% COTTON SHIRT | \$ 0.473 |
| 60694 | FR CTN/BLEND WORK SH | \$ 0.378 |
| 60698 | NOMEX BLEND SHIRT | \$ 0.396 |
| 60975 | SCRUB TOP | \$ 0.342 |
| 60976 | SCRUB BOTTOM | \$ 0.513 |

| | | | |
|-------|----------------------|----|-------|
| 61286 | 88/12 ORANGE SH W/RF | \$ | 0.590 |
| 61356 | FR JACKET #JLI8NV | \$ | 0.945 |
| 63680 | CARHARTT FR E-VIS SH | \$ | 0.558 |
| 63685 | PANT/FR/EVIS/CRHT/M/ | \$ | 0.468 |
| 63686 | CVRL/FR/CARHARTT/EVI | \$ | 1.053 |

Agenda Item 2018-070



FACILITIES SOLUTIONS AGREEMENT

Location No. 240
Contract No. 2787
Customer No. 2787

Main Corporate Code → 50716
Tile & Carpet Corporate Code → 50717

Date 7/25/17
Phone 228-255-1900

Customer/Participating Agency City of Diamondhead
Address 5000 Diamondhead Circle City Diamondhead State MS Zip 39525

UNIFORM PRODUCT RENTAL PRICING:

| Item # | Description | Unit Price |
|---------|---------------------|------------|
| 330 | Cotton Work Shirt | .245 |
| 340 | Cotton Work pants | .344 |
| 970 | Hip Length Jacket | .418 |
| 935 | Men's Comfort shirt | .183 |
| 945 | Men's comfort pant | .209 |
| 930/370 | WOMEN'S PANTS | .275 |

- This agreement is effective as of this date _____ for a minimum term of 30 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 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 \$ 1.50 ea Company Emblem \$ 2.00 ea
- Customer Emblem \$ _____ ea Embroidery \$ _____ ea
- COO 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 \$ _____ per delivery.
- Make-Up charge \$ 1.53 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 \$.15 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: \$ 3.57 ea/week Shipping: \$ 0
- Service Charge \$ _____ per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other Uniform Advantage - \$.07

FACILITY SERVICES PRODUCTS PRICING:

| Bundle* | Item # | Description | Rental Freq. | Inventory | Unit Price |
|---------|--------|------------------|--------------|-----------|------------|
| | 2160 | Shop Towel-Red | W | 8440 | .061 |
| | 9314 | Heavy Duty Scrub | W | 1 | .237 |
| | | | | | |
| | | | | | |

*Indicated bundled items/services

☒ Initial and check box if Unlease. 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

☐ 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. 240 CUSTOMER: Richard S. Sullivan
By: Rylee House Please Print Name Richard S. Sullivan
Title: mgr Please Print Title Taxation City Manager

New Cintas Public Works Uniform Contract -2017

| Item # | Description | Quantity | Current Price | Current Total per Employee | State Contract Price | State Contract Total |
|--------|-------------|----------|---------------|-------------------------------|----------------------------|-------------------------|
| 330 | Work Shirt | 11 | \$0.600 | \$6.600 | \$0.245 | \$2.695 |
| 340 | Work Pants | 11 | \$0.710 | \$7.810 | \$0.344 | \$3.784 |
| 970 | Jacket | 2 | \$1.090 | \$2.180 | \$0.418 | \$0.836 |
| | Total | | | \$16.590 | | \$7.315 |

Weekly Savings Per Employee

\$9.275

17 Current Number of Employees

\$157.675

Annual Savings

\$8,199.100

Expiring 2021/July