



City of Ketchum

February 21, 2023

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to approve Contract #23060 with CINTAS for rugs, uniforms, and cleaning supplies (facilities maintenance).

Recommendation and Summary

Staff is recommending approval of Contract #23060 with CINTAS subject to final review and approval by the City attorney on any remaining legal items and adopt with the following motion:

"I move to approve Contract #23060 with CINTAS for rugs, uniforms, and cleaning supplies subject to final review and approval by the City attorney on any remaining legal items."

The reasons for the recommendation are as follows:

- Facilities management encompasses the use of rugs and cleaning supplies for upkeep, appearance, and maintenance of City department buildings.
- Uniforms are necessary for certain job responsibilities and provide a consistent, quality image.
- CINTAS was the low bidder among three solicited bids.

Introduction and History

The City has been contracting with ALSCO as the current supplier of rugs, cleaning supplies, and uniforms. The ALSCO contract has expired.

Three bids were sought from CINTAS, ALSCO, and ALL-PRO LINEN. CINTAS and ALL-PRO LINEN submitted bids while ALSCO did not answer questions for additional information within the given deadline and were disqualified. CINTAS was the low bid.

Financial Impact

The contract is for one year with renewal subject to price and service history with an estimated, annual cost of \$20,000 for all City departments that utilize these services.

Attachments:

City of Ketchum CINTAS Agreement (Contract #23060)
CINTAS Agreement Exhibits – City of Ketchum
Purchase Order #23060
OMNIA Cooperative Agreement - R-BB-19002



FACILITIES SOLUTIONS AGREEMENT

Location No. 610

Contract No. 23060

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 2/21/2023

Customer/Participating Agency _____ City of Ketchum _____

Phone _____

Address 191 Fifth Street W.

City: Ketchum State_ID_ Zip 83340

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
912	Industrial Coverall	.84
UA	Uniform Advantage	.08
EA	Emblem Advantage	.06
PA	Prep Advantage	.05

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation. 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 \$ 1.95 ea • Company Emblem \$ 2.95 ea
- Customer Emblem \$ 2.95 ea • Embroidery \$ 5.00 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- 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 \$ 2.25 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 \$ 5.00 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
- Payment Terms 2% Discount Net 15 Net 30
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Addendum A - Facility Services Pricing, Addendum B - Locations, Addendum C - Additional Terms . Sign ature Page _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

/ NA Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____

/ NA Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer. _____

/ NA 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: 610 Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia 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. **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.
6. **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.
7. **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.
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. **FRC Warranty:** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
10. **High Visibility Garments:** For 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. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. 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.
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 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.

CITY OF KETCHUM/CINTAS CONTRACT PRICING

ADDENDUM A

FACILITY SERVICES

RENTAL MATS

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	MONTHLY UNIT PRICE
10188	3X5 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 5.250	\$ 7.875	\$ 11.813
10191	4X6 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 6.250	\$ 9.375	\$ 14.063
10201	3X10 XTRACTION MAT	ONYX, COPPER, INDIGO	\$ 7.100	\$ 10.650	\$ 15.975
10196	3X5 TRAFFIC MAT	GRANITE	\$ 5.250	\$ 7.875	\$ 11.813
10197	4X6 TRAFFIC MAT	GRANITE	\$ 6.250	\$ 9.375	\$ 14.063
10198	3X10 TRAFFIC MAT	GRANITE	\$ 7.100	\$ 10.650	\$ 15.975
2477	3X5 ACTIVE SCRAPER (OUTDOOR)	BLACK	\$ 3.380	\$ 5.070	\$ 7.605
10184	3X5 SCRAPER MAT (OUTDOOR)	BLACK	\$ 1.250	\$ 1.875	\$ 2.813
84330	3X5 STANDARD MAT	MULTIPLE	\$ 2.650	\$ 3.975	\$ 5.963
84430	4X6 STANDARD MAT	MULTIPLE	\$ 3.436	\$ 5.154	\$ 7.731
84030	3X10 STANDARD MAT	MULTIPLE	\$ 4.221	\$ 6.332	\$ 9.497

TOWEL SERVICES

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	AUTO LOST REPLACEMENT PERCENTAGE
2751	TERRY TOWEL	GREEN	\$ 0.135		3%
2160	SHOP TOWEL	RED	\$ 0.120		4%
7540	GREY MICROFIBER WIPER	GREY	\$ 0.175		4%
09440	ALL PURPOSE WIPER BOX	WHITE	\$ 9.490		
09680	HEAVY DUTY WIPER BOX	BLUE	\$ 10.490		

DUST MOPS

ITEM	DESCRIPTION	COLOR	WEEKLY UNIT PRICE	EVERY OTHER WEEK UNIT PRICE	MONTHLY UNIT PRICE
2570	24" DUST MOP		\$ 0.750	\$ 1.125	\$ 1.688
1946	24' MOP FRAME		\$ -	\$ -	\$ -
2590	36" DUST MOP		\$ 0.950	\$ 1.425	\$ 2.138
1947	36" MOP FRAME		\$ -	\$ -	\$ -
2604	48" DUST MOP		\$ 1.100	\$ 1.650	\$ 2.475
1948	48" MOP FRAME		\$ -	\$ -	\$ -
2610	60" DUST MOP		\$ 1.200	\$ 1.800	\$ 2.700
1045	60" MOP FRAME		\$ -	\$ -	\$ -
2650	LARGE WET MOP		\$ 1.350	\$ 2.025	\$ 3.038
6923	WET MOP FRAME		\$ -	\$ -	\$ -

Acceptance Agreement on Attached Signature Page

CITY OF KETCHUM- CINTAS/OMNIA CONTRACT LOCATIONS**OMNIA Contract Number: R-BB-19002****EXHIBIT B - LOCATIONS**

Location Name	Address	City	State	Zip Code
CITY OF KETCHUM CITY HALL	191 5TH ST. WEST	KETCHUM	ID	83340
CITY OF KETCHUM VISITOR CENTER	491 SUN VALLEY RD	KETCHUM	ID	83340
CITY OF KETCHUM STREETS AND FACILITIES	200 TENTH STREET	KETCHUM	ID	83340
CITY OF KETCHUM UTILITIES	110 RIVER RANCH RD	KETCHUM	ID	83340

Acceptance Agreement on Attached Signature Page

CITY OF KETCHUM- CINTAS/OMNIA CONTRACT LOCATIONS

EXHIBIT C - ADDITIONAL TERMS

Cintas Corporation agrees to provide services to the agreed upon locations of the City of Ketchum as governed by the Facility Solutions Agreement entered 2/21/2023 by and between Cintas Corporation and the City of Ketchum. The Parties agree to modify the terms of the Agreement as follows:

Unit prices will be locked and fixed for the first year of service. After the first year, pricing changes will be in accordance with the OMNIA Cooperative agreement, R-BB-19002.

At any time during the term of the Agreement, Customer may terminate the Agreement early for Customer's convenience (including but not limited to an event of non-appropriation by Customer's governing body). The foregoing early termination may only be exercised by a written termination notice given by Customer no less than sixty (60) calendar days prior to the termination due to specified therein and sent by certified mail to Cintas' General Manager at the following address:

Cintas Corporation
Attn: Micah Crist
2302 E Railroad Street
Nampa, Idaho 83687

If the Agreement is cancelled for convenience in the first year of the term, Customer shall pay a termination charge equal to 50 weeks of rental service, as outlined in the Agreement. Customer will pay replacement value for any uniforms supplied to any department if Customer terminates early. If the Agreement is terminated for convenience at any time after the first year of the term, there shall be no termination fee or other penalty to Customer.

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

Acceptance Agreement on Attached Signature Page

SIGNATURE PAGE

Facilities Solution Agreement and Addendums
between
City of Ketchum and Cintas Corp 2
executed pursuant to
OMNIA Partners Cooperative Contract R-BB-19002
agree to the following Addendums and Exhibits

Addendum A - Facilities Services Pricing
Addendum B - Location Addresses
Addendum C - Additional Terms

Cintas Acceptance:

Customer Acceptance:

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



CITY OF KETCHUM
PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340
Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER
 BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 23060

To: 1646 CINTAS P.O. BOX 631025 CINCINNATI OH 45263-1025	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2023	Shellie	Shellie		0	

Quantity	Description	Unit Price	Total
1.00	contract for rugs, uniforms, and cleaning supplies m 01-4193-4200	20,000.00	20,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		20,000.00

 Authorized Signature