



## SERVICE AGREEMENT NO. 4557

### Uniform Rental for Corpus Christi Water

THIS **Uniform Rental for Corpus Christi Water Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Cintas Corporation No. 2 ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Uniform Rental for Corpus Christi Water in response to Request for Bid/Proposal No. 4557/Omnia Contract R-BB-19002 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety. To the extent that the terms or conditions of this Agreement conflict or are inconsistent with the terms of the Omnia Contract R-BB-19002 (the "Omnia Contract"), the terms and conditions of the Omnia Contract prevail.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Uniform Rental for Corpus Christi Water ("Services") in accordance with the attached Scope of Work, as shown in Attachment A, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** The term of this Agreement is 36 months beginning on the date of initial delivery of uniforms, with two 12-month mutually-approved optional renewals.
- 3. Compensation and Payment.** This Agreement is for an amount not to exceed \$892,265.40, subject to approved extensions and changes. Payment will be made for Services performed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety. Any amount not expended during the initial term or any option period may, at the City's discretion, be allocated for use in the next Option Period.

Invoices must be mailed to the following address with a copy provided to the Contract Administrator:

City of Corpus Christi  
Attn: Accounts Payable  
P.O. Box 9277  
Corpus Christi, TX 78469-9277

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Amanda V. Howard  
Corpus Christi Water  
Phone: 361-826-1894  
Email: AmandaC@cctexas.com

**5. Insurance; Bonds.**

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured, but only to the extent of Contractor's indemnity obligations. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event that a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.
- 7. Inspection and Acceptance.** City may inspect all Services and products supplied before acceptance. Any Services or products that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's

bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.

**8. Warranty.**

(A) The Contractor warrants that all products supplied under this Agreement are new and will pass onto the City the manufacturer's warranties. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances.

(B) In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.

(C) Contractor warrants that all Services will be performed in accordance with the standard of care used by similarly situated contractors performing similar services.

**9. Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.

**10. Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30<sup>th</sup> annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.

**11. Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.

**12. Subcontractors.** In performing the Services, Contractor will not enter into subcontracts or utilize the services of subcontractors.

**13. Amendments.** This Agreement may be amended or modified only in writing executed by authorized representatives of both parties.

14. **Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
15. **Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other applicable taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
16. **Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

**IF TO CITY:**

City of Corpus Christi  
Attn: Amanda V. Howard, Contracts/Funds Administrator  
2726 Holly Rd., Corpus Christi, TX 78415  
Phone: 361-826-1894  
Fax: 361-826-1715

**IF TO CONTRACTOR:**

Cintas Corporation No. 2  
Attn: Virginia Schabbing, Government Major Account Mgr.  
4324 Lauren Way, Flower Mound, TX 75028  
Phone: 707-217-3025  
Fax: N/A

17. ***Contractor shall fully indemnify, hold harmless, and defend the City of Corpus Christi and its officers, employees, representatives, and agents ("Indemnitees") from and against any and all liability, loss, claims, demands, suits, and causes of action of whatever nature, character, or description on account of personal injuries, property loss, or damage, or any other kind of injury, loss, or damage, including all expenses of litigation, court costs, attorneys' fees and expert witness fees, which arise or are claimed to arise out of the performance of this Agreement by the Contractor or results from the negligent act, omission, or misconduct of the Contractor or its employees or agents. Contractor must, at its own expense, investigate all claims and demands, attend to their settlement or other disposition, defend all actions based thereon with counsel satisfactory to the City's City Attorney, and pay all charges of attorneys and all other costs and expenses of any kind arising or resulting from any said liability, damage, loss, claims, demands, suits, or actions. The indemnification***

***obligations of Contractor under this section shall survive the expiration or earlier termination of this Agreement.***

**18. Termination.**

(A) **Termination for Cause.** The City may terminate this Agreement for Contractor's failure to comply with any of the terms of this Agreement. The City must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City may terminate this Agreement immediately thereafter.

(B) **Termination for Convenience.** Alternatively, the City may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The termination charges listed in Section 13 of the Omnia Contract will apply should the City terminate the Agreement for convenience.

**19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.

**20. Limitation of Liability.** In no event shall the City be liable for incidental, consequential, or special damages.

**21. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.

**22. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

- A. the Omnia Contract;
- B. Addendums and Exhibits; then,
- C. the remainder of this Agreement.

**23. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

- 24. Governing Law.** Contractor agrees to comply with all federal, Texas, and City laws in the performance of this Agreement. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 25. Public Information Act Requirements.** This paragraph applies only to agreements that have a stated expenditure of at least \$1,000,000 or that result in the expenditure of at least \$1,000,000 by the City. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.
- 27. Flame Resistant Garments.** City agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY ACKNOWLEDGES THAT CONTRACTOR 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. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City agrees to notify all employees and other agents of City who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. City acknowledges that compliance with any and all OSHA or other similar regulations or requirements, if any, relating to personal protective equipment is the sole responsibility of City. Further, City releases Contractor from any and all liability that results or may result from the use of the FRC including, but not limited to, any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. To the extent allowed by Texas law, City hereby agrees to defend, indemnify, and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from City's or its employees' use of the FRC.



# **Attachment A - Scope of Work**

## **1.1 General Requirements/Background Information**

The Contractor shall furnish employee work uniforms, including shirts, pants, and jackets, on a weekly rental basis with laundering services, for Corpus Christi Water.

## **1.2 Scope of Work**

- a. Uniforms must be available in both women's and men's design and sizing.
- b. All uniform shirts must have two (2) patches, as follows:
  - one (1) 2.5" x 3.75" rectangular embroidered Corpus Christi Water logo patch, stitched and securely affixed over the left pocket.
  - one (1) 1.5" x 3.5" rectangular embroidered name patch with a single name, stitched and securely affixed over the right pocket.
- c. Uniform materials shall consist of:
  - Non-FR (fire resistant) uniform shirts:
    - Cotton/polyester blend
  - Non-FR uniform pants
    - Ripstop cotton/polyester blend
  - FR uniform shirts:
    - meta-aramid
    - modacrylic
    - para-aramid
    - anti-stat
  - FR uniform pants:
    - cotton
    - high tenacity nylon twill
- d. Uniform shirt color shall be gray color and have high visibility reflective striping for safety.
- e. The Contractor shall manufacture the Corpus Christi Water logo



patch/emblem, name patches, and obtain Department approval prior to application to uniforms.

- f. The Contractor shall measure, size and fit employees at their respective locations, within ten (10) calendar days of notification. The Contractor shall correct any incorrect measurements and misspelled names, at no additional cost to the Department.
- g. After fittings, the Contractor shall fill order and deliver uniform(s) within thirty (30) calendar days of order placement.
- h. Uniforms shall be delivered to the following locations Monday – Friday, between 8:00 am and 5:00 pm:

<b>Name</b>	<b>Location</b>
Administration Office	2726 Holly Rd. C.C., TX 78415
Broadway Wastewater Treatment Plant	801 Resaca St. C.C., TX 78401
Oso Wastewater Treatment Plant	501 Nile Dr. C.C., TX 78412
Greenwood Wastewater Treatment Plant	6541 Greenwood Dr. C.C., TX 78417
Laguna Madre Wastewater Treatment Plant	201 Jester St. C.C., TX 78418
O.N. Stevens Water Treatment Plant	13101 Leopard St. C.C., TX 78410

- i. The Contractor shall replace damaged uniforms with new or gently used replacements, including patches, as needed, due to normal wear and tear resulting from the employee's routine job performance, at no additional cost to the City.
- j. The Contractor shall issue replacement uniforms for employees whose shirt size changes by one or more sizes, or whose waist size changes over/under one inch (1") with new or gently used replacements.

- k. Laundering services to include washing, drying, and pressing will be provided for all uniforms turned in on a weekly basis. Employees will drop off and pick up uniforms at their respective locations. Facility Manager will determine drop off and pick up locations, within the facilities. Driver will work with location representative to log outgoing and incoming items.

## Attachment B: Pricing Schedule



## City of Corpus Christi - Water Full Rental - Updated 7/12/2023

Item #	Item Description	Unit Price	QTY	Extended Price
59935	Enhanced Visibility Shirt	\$ 0.49	3685	\$ 1,805.65
23270	Comfort Flex Cargo Pant	\$ 0.38	3685	\$ 1,400.30
59392	EV Carhart Featherweight FR Shirt	\$ 0.45	165	\$ 74.25
73478	Carhart Featherweight Pant	\$ 0.53	165	\$ 87.45
970	Hip Length Jacket	\$ 0.43	350	\$ 150.50
	Size Premium	\$ 0.15	5000	\$ 750.00
	Uniform Advantage Plus**	\$ 0.11	7370	\$ 810.70
	Emblem Advantage	\$ 0.05	4200	\$ 210.00
	Prep Advantage	\$ 0.04	8050	\$ 322.00
	Premium Uniform Advantage Plus*	\$ 0.16	680	\$ 108.80
	*only applies to Hi-Vis & FRC garments		Weekly Total \$	\$ 5,719.65
Item #	Item Description	Lost or Replacement Price	QTY	Extended Price
935	Comfort Workshirt With Added EV Striping	\$ 22.00		\$ -
23270	Comfort Flex Cargo Pant	\$ 36.00		\$ -
59392	EV Carhart Featherweight FR Shirt	\$ 73.80		\$ -
73478	Carhart Featherweight Pant	\$ 72.00		\$ -
970	Hip Length Jacket	\$ 33.61		\$ -
	**Lost/Replacement costs waived with enrollment in Uniform Advantage Plus			
				\$ 5,719.65
			Total Annual Price \$	\$ 297,421.80
			36 Months	\$ 892,265.40



**EXHIBIT A -  
FACILITIES SOLUTIONS AGREEMENT**

Location No. 539  
 Contract No. 13218  
 Customer No. 14704411  
 Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Corpus Christi Date 4/28/2023 Phone 361-826-1871  
 Address 2726 Holly Rd. City Corpus Christi State TX Zip 78415

**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price
Facility Items Provided by Cintas Governed by the OMNIA Partners Cooperative Pricing		
59935	Enhanced Visibility Comfort Shirt	\$0.49
23270	Comfort Flex Cargo Pant	\$0.38
23945	Comfort Flex Pant	\$0.33
270	Cargo Pant	\$0.23
945	Comfort Pant	\$0.20
59392	Enhanced Visibility Carharrt Featherweight FR Shirt	\$0.45
73478	Carharrt Featherweight Pant	\$0.53
	Uniform Advantage Plus	\$0.11
	Emblem Advantage	\$0.05
	Prep Advantage	\$0.04

- This agreement is effective as of the date of execution for a term of 36 months from the date of installation with two one-year optional renewals.
- Name Emblem \$1.50 ea      • Company Emblem \$2.00 ea
- Customer Emblem \$2.50 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 shop towels % of Inventory 3% \$ 0.65 Ea.
- Automatic Lost Replacement Charge: Item microfiber wipers % of Inventory 3% \$ 1.00 Ea.
- Minimum Charge \$35.00 per delivery.
- Make-Up charge \$2.50 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 \$0.15 per garment.
- Seasonal Sleeve Change \$2.50 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 \$0
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$2.50 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
		Facility Items Provided by Cintas Governed by the OMNIA Partners Cooperative Pricing			

- Initial and check box if Unlease. All Garments will be cleaned by customer  
 Date \_\_\_\_\_
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
 Date customer. \_\_\_\_\_
- Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments  
 Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

**CUSTOMER:**

Cintas Loc. No: 539 Please Sign Name \_\_\_\_\_

By: Virginia Schabbing Please Print Name \_\_\_\_\_

Title: GOV Major Account 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. **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.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value. Applies only in instances where Logo Mats are being utilized by the Customer.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as 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 in months twenty-five (25) through thirty-three (33) of the term, 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.

14. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the Customer, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the Customer's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.



## **Exhibit B – Description of Service and Explanation of Fees**

Per the terms and conditions listed in this Agreement, Cintas agrees to provide Uniform Rental services to the City of Corpus Christi, hereto referred to as the “City”.

**Uniform Rental Program:** Upon execution of this Agreement, Cintas will hold a sizing event to ensure that each participating employee in this program tries on the selected garments for accurate sizing, and then will place the order. Each employee will be outfitted with a minimum of 11 sets of tops and bottoms. This allows for weekly laundering of the garments. Each of the City sites receiving service will be placed on a Cintas Service Sales Representative (SSR) route to be serviced weekly on a set day of the week, Monday through Friday between the hours of 8am-5pm, with accommodations made for Federal Holidays.

1. **Sizing:** The City is responsible for their employees’ size selections and understands that the following stipulations apply.
  - a. Weekly Size Premium of \$0.15/garment applied to the following sizes: tops that are 2XL+, tops that have additional length in the sleeves or tail, bottoms with waist 48”+, and bottoms with an inseam of 34”+.
  - b. No size changes will be allowed within the first four weeks to allow for two wash cycles to be performed on the garments. If size changes are still needed, Size Change fee of \$2.50/garment will be applied unless enrolled in Uniform Advantage or Uniform Advantage Plus.
2. **Laundering:** Cintas will provide weekly laundering for any garments turned in at the designated area for each City site receiving service.
  - a. Every garment is barcoded to a specific employee, so their assigned garments are returned to them each week. This barcode includes service route information, the employees first and last name, and garment history information.
  - b. True Count is Cintas’ proprietary garment scanning and tracking process utilizing the garment barcodes. Cintas SSR’s are required to scan every garment prior to leaving the City’s property and provide the designated weekly contact with a physical Pick Up report. Clean garments ready for delivery are scanned at the Cintas facility prior to being loaded and a reconciliation report is generated to ensure that the garments on the Pick Up report have been accounted for. Cintas is responsible for replacing any garments missing from the Reconciliation Report and communicating that to the City. Upon delivery, the SSR will provide the designated contact with a Service Summary statement and a Drop Off report. The weekly Pick Up and Drop Off reports will be available in the City’s *myCintas* customer portal the following business day.



- c. Cintas wash process uses specialized wash formulas based on the soil and material of the garments being processed. Cintas is responsible for sorting soiled garments. The City is responsible for communicating any soil hazards (blood, combustible substances, metal shavings, etc) to Cintas.
  - d. Cintas will deliver shirts and pants on metal hangers that have been finished through a steam tunnel. The City is responsible for providing an approved area for Cintas to deliver garments each week. If assigned lockers are available, the SSR will return clean garments to each employee's locker in as much as they are able given space availability, access, and clear locker labelling.
  - e. Cintas plant tours and wash formulas are available upon request.
3. **Advantage Programs:** Advantages are optional programs that bill out weekly to counteract auxiliary charges that may occur due to inserting new wearers into the program, size changes, sleeve switch outs, and lost or ruined garments. The City may opt in and out of the below advantage programs every six months from the start of service.
- a. Uniform Advantage (UA) - \$0.05/garment: UA covers on going costs associated with size changes and sleeve changes, while providing additional benefit and cost protection should a garment be destroyed. Does not cover lost garments. If opted out of, Seasonal Sleeve Change and Size Change charges listed in the agreement will apply.
  - b. Premium Uniform Advantage (Premium UA) - \$0.10/garment: Premium UA only applies to safety rated garments such as Class II & III ANSI Hi-Visibility garments and ARC rated Fire Resistant Clothing. Premium UA covers on going costs associated with size changes and sleeve changes, while providing additional benefit and cost protection should a garment be destroyed. Does not cover lost garments. If opted out of, Seasonal Sleeve Change and Size Change listed in the agreement will apply.
  - c. Uniform Advantage Plus (UA+) - \$0.11/garment: UA+ covers on going costs associated with size changes and sleeve changes, while providing additional benefit and cost protection should a garment be destroyed or lost. If opted out of, Seasonal Sleeve Change, Size Change, and lost charges will apply.
  - d. Premium Uniform Advantage Plus (Premium UA+) - \$0.16/garment: Premium UA+ only applies to safety rated garments such as Class II & III ANSI Hi-Visibility garments and ARC rated Fire Resistant Clothing. Premium UA covers on going costs associated with size changes and sleeve changes, while providing additional benefits and cost protection should a garment be destroyed or lost. If opted out of, Seasonal Sleeve Change, Size Change, and lost charges listed in the agreement will apply.
  - e. Prep Advantage (PA) - \$0.04/garment: PA covers cost associated with shipping, receiving, and ID taping each garment in the rental program. If opted out of, Make Up charge listed in the agreement will apply.

- f. Emblem Advantage (EA) - \$0.05/top: EA covers cost associated with creating and applying Company and Name emblems to shirts, jackets, and coveralls. Only applied to garments receiving emblems. If opted out of, individual emblem charges listed in the agreement will apply.
- 4. **Style Changes:** Due to the upfront cost incurred by Cintas at the program initiation, the City acknowledges that any style changes made during the contract term will result in additional fees. Cintas reserves the right to offer an extended contract term in lieu of these fees.
- 5. **Minimum Charge:** The \$35.00 minimum charge is a threshold for Cintas to maintain weekly service to a location. The City reserves the right to add or delete products from their program at any time. Should a service site drop below the required \$35.00 minimum, then a fee will be assessed to bring the weekly invoice to the \$35.00 minimum.
- 6. **Visual Summary**



# Getting the most out of your uniform program

**PROGRAM START**  
 At the beginning of your program, each of your employees will be issued 11 pants and 11 shirts, including any combination of short and long-sleeve. For best results, your employees should turn in their ready-to-be-laundered garments the night before your scheduled Cintas pick-up day.  
 Turning in your garments every week is crucial, because it allows us to professionally launder, inspect, repair and proactively upgrade garments as needed — and helps keep your uniforms well-maintained.

**5 Garments worn** (1 for each day of the workweek) + **5 Garments being cleaned** by Cintas every week + **1 Extra garment** (employee is currently wearing) = **11 Garments Total**

**REPAIR OR REPLACEMENT**  
 To request a repair, simply put your garment in an orange service request bag and note the damage on the bag.

1. Fill out the orange service request bag, and place the garment in the bag.  
 Remember: one bag per garment.
2. Your Cintas SSR (Driver) will pick up on your next service visit.
3. Your Cintas SSR will return your repaired or replaced garment.

**SIZE CHANGE**  
 Let your SSR (Driver) know as soon as possible. Unsure of the specific size you need? Your SSR can easily measure you to determine the appropriate size.

1. Fill out the orange service request bag, and place the garment in the bag.  
 Remember: one bag per garment.
2. Your Cintas SSR will pick up on your next service visit.
3. Your new uniform should arrive within approximately two weeks.

**ADDING AN EMPLOYEE**

1. Let your SSR know about your new hire as soon as possible — or you can also call your local Cintas Customer Service Representative.
2. Approximately two weeks after being informed of your new hire, your SSR delivers their garments to them.

**REMOVING AN EMPLOYEE**

1. Call your local Cintas Customer Service Representative as soon as you know an employee will be leaving.
2. During your SSR's next visit, confirm that the employee removal is in progress.
3. Discuss how many garments, in good usable condition, the employee still needs to turn in.
4. Examine the garments turned in by the employee, and identify any that are damaged.
5. You have four weeks to turn in all the removed employee's garments. If all garments have been returned by the fourth week, there will be no lost garment charges. Any returned damaged garments beyond repair will also result in a lost garment charge.

**SERVICE QUESTIONS**  
 We're always here if you have questions or requests. Please follow these communication steps:

- STEP 1 – QUESTIONS OR REQUESTS**  
 Contact the **Service Sales Representative** (SSR or Driver) who services your location.
- STEP 2 – ADDITIONAL SUPPORT**  
 Look on your invoice for information to contact your Local Cintas Location and ask for the **Customer Service Representative (CSR)**.
- STEP 3 – STILL NEED HELP?**  
 Contact the **Cintas National Service Team** at [NationalServiceTeam@cintas.com](mailto:NationalServiceTeam@cintas.com) or at **800.795.7368**.

## **ATTACHMENT C: INSURANCE REQUIREMENTS**

The City's Legal Department has recommended there be no insurance requirements for this particular scope of work, Purchase Contracts – Supply Agreements – Equipment Leases - Goods or Equipment Delivered to City Other Than Hazardous Chemicals.

2023 Insurance Requirements

Ins. Req. Exhibit **1-A**

Purchase Contracts – Supply Agreements – Equipment Leases

Goods or Equipment Delivered to City Other Than Hazardous Chemicals

01/01/2023 Risk Management – Legal Dept.

## **ATTACHMENT D: WARRANTY REQUIREMENTS**

No manufacturer's warranty required for this Agreement.