

BOARD OF PUBLIC WORKS AND SAFETY
Agenda Request Form

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted: 06/30/20

Meeting Date: 07/06/20

Contact Information:

Requested by: Sally Brown

On Behalf of Organization or Individual DPW

Telephone: 317-736-3640

Email address: sbrown@franklin.in.gov

Mailing Address: 796 South State Street, Franklin, IN 46131

Describe Request

Switching Uniform provider for DPW

List Supporting Documentation Provided:

Rental Service Agreement, Plymate, Shelbyville, IN

Who will present the request?

Name: Michelle Ricketts, Plymate

Telephone: 317-392-3283

In order for an individual and/or agency to be considered for new business on the Board of Works agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

Rental Service Agreement



819 Elston Drive
Shelbyville, IN 46176

Customer : City of Franklin Department of Public Works	Contract #:	Date: July 6, 2020
Address : 796 S State St.	City, State, Zip: Franklin, IN 46131	

1. The customer, its successors and assigns ("Customer") orders from Plymate Inc. or any of its successors and assigns ("Company") all of the Customer's needs for garment rental services and other rental items offered by the Company during the term of this Agreement.
2. This Agreement is in effect as of the date of acceptance and shall continue in effect for 60 months from the latter of the date of first delivery or the acceptance date. The Agreement shall automatically renew for like term unless either party is notified, to the contrary, in writing, by certified mail, at least 90 days in advance of the expiration of the then current term. Due to the difficulty in calculating the exact loss suffered by Company in the event of a breach, Customer shall pay to Company the greater of the current replacement price for all merchandise in service or an amount equal to one-half of the total of all charges which would have been incurred by Customer for the services and items provided herein for the balance of this Agreement based on the average revenue for the twelve weeks preceding termination of service. ~~If it is necessary to enforce the terms of the Agreement, Customer agrees to pay Company's reasonable attorney's fees. Any lawsuit or action arising from this Agreement or to enforce this Agreement shall be brought in Shelby County, Indiana.~~
3. The rental prices herein are guaranteed for 12 months from the date of acceptance. Thereafter rental prices may be raised annually by the greater of the increase in the CPI or 4%. No vacation or shutdown credits are provided for in this Agreement.
4. All merchandise will remain the property of the Company. Any merchandise that requires replacement due to normal wear will be replaced by the Company at a depreciated price. In the event merchandise is lost, stolen or rendered unusable by fire, acid, paint, neglect or otherwise Customer will reimburse Company for said merchandise at the current replacement price. Customer agrees to rent the same style garments for the term of this Agreement unless a change in style is mutually agreed upon by the parties. Customer acknowledges that Custom Items (as indicated by * on Schedule A) are obtained for the Customer's exclusive use. All Custom Items that are returned to Company for any reason will be immediately invoiced to the Customer at a depreciated price. At the termination of this Agreement, Customer will be responsible for the purchase from Company, at a depreciated price, all Custom Items that have not been previously purchased.
5. Customer acknowledges that Company has made no representation, warranty, or covenant with respect to the fitness or suitability of the fabrics or garments for Customer's intended purpose. Unless specified otherwise by the execution of Schedule FR, the garments supplied under this Agreement are not flame resistant. ~~Customer agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement.~~
6. Minimum rental revenue per delivery shall be seventy-five percent of the rental revenue amount reflected on the first invoice following execution of this Agreement. Additional personnel, products, and quantities may be added to this Agreement upon written or verbal request of the Customer at the prices then in effect. These additions shall increase the minimum rental revenue accordingly.
7. The Company guarantees to deliver high quality Rental Service(s) at all times. Any complaints about the quality of the service which have not been taken care of in the normal course of business should be sent by certified mail to the Company's President. If the Company then fails to resolve the complaints in thirty days, the Customer may terminate this Agreement provided all rental items are paid for or returned to the Company.

Customer agrees to pay for all services supplied hereunder within 30 days of the statement of account. All amounts not so paid within 30 days of statement of account shall be subject to a finance charge of 1.5% per month on the outstanding balance.

Plymate Rep: Michelle Ricketts _____

Customer Signature: _____

Accepted By: _____

Name and Title: _____

Date: _____

Date: _____

SCHEDULE A

ITEM #	ITEM DESCRIPTION	INVENTORY	UNIT RATE
6126	Mimix Shirt – Grey *	11	Rental Rate \$0.38
6126	Mimix Shirt – Grey *	6	Lease Rate \$0.42
6392	Enhanced Visibility Jacket	11	Rental Rate \$1.10
6392	Enhances Visibility Jacket	6	Lease Rate \$1.21
6863	Red Kap Lab-Coat	1	Rental Rate \$0.38
6863	Red Kap Lab-Coat	1	Lease Rate \$0.42
6876	Coverall Action Back - Navy	1	Rental Rate \$0.60
6876	Coverall Action Back - Navy	1	Lease Rate \$0.68
6919	Cargo Short -Navy	11	Rental Rate - \$0.33
6919	Cargo Short - Navy	6	Lease Rate - \$0.36
6937	Utility Jean – Red Kap	11	Rental Rate - \$0.33
6937	Utility Jean - Red Kap	6	Lease Rate - \$0.36
Special Size Premium +20%, Non-stock Size Premium +40% Re-Size Fee \$5.00 per garment			

[illegible]

SERVICE CHARGE PER INVOICE	\$9.95
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Company Initials _____ Date _____ Customer Initials _____ Date _____