

**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 at 5:00 p.m. in City Hall located at 70 E. Monroe Street.*

**Date Submitted:** 6/7/2022

**Meeting Date:** 6/20/2022

**Contact Information:**

**Requested by:** Jayne Rhoades

**On Behalf of Organization or Individual** Cintas Contract

**Telephone:** 317-346-1160

**Email:** [jrhoades@franklin.in.gov](mailto:jrhoades@franklin.in.gov)

**Address:** 70 E Monroe Street

**Describe Request**

Renewal of Cintas Contract

**List Supporting Documentation Provided:**

Cintas Contract

**Who will present the request?**

**Name:** Jayne Rhoades

**Telephone** 317-346-1160

*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.*





## FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("**Customer**") orders from orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("**Company**") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained here in. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company and remain property of the Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
4. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means Customer will pay the then current replacement values for said items.
5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled textiles serviced under this agreement. In no case will the hazardous materials be present to the extent that they may be harmful to Company's employees.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company will not increase prices. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the due date to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (or) the maximum rate permitted by law.
7. Company and Customer each agree to defend, indemnify and hold the other harmless from claims for injury or property damage arising out of the performance of this Contract, but only in proportion to and to the extent such injury or property damage is caused by or results from the negligence of the indemnifying party.
8. **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.**
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, without cause the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer without cause prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or increase in cost per the facility agreement, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
10. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders of other documents issued by the Customer, in which case, the terms of this agreement shall control.
14. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state, or local government body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of the Company.
15. **Prevailing Wage/Living Wage.** Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("**Wage Statutes**"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the



Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.