

RESOLUTION 20-105

A RESOLUTION TO APPROVE CONTRACT WITH CINTAS FOR ANNUAL UNIFORM SERVICE AND JANITORIAL SUPPLY SERVICES

WHEREAS, the City of Spring Hill Board of Mayor and Aldermen desires to contract annual uniform and janitorial supply services; and

WHEREAS, the City of Spring Hill advertised and accepted proposals from qualified contractors on July 23, 2020; and

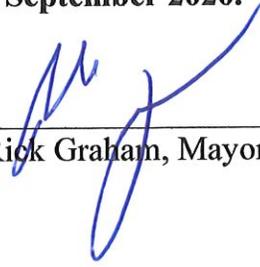
WHEREAS, according to the City of Spring Hill's Purchasing Manual: Policies and Regulations, section XVII states that in addition to price, additional considerations including: 1. Whether the bidder can perform the contract or provide the material or service promptly or within the time specified, without delay or interference; 2. The character, integrity, reputation, experience, and efficiency of the bidder; and 3. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.

WHEREAS, the City received a proposal from the current vendor, Unifirst, which was the lowest bid, but due to past poor performance during the current contract period involving ongoing issues regarding improper invoicing, inconsistent communication and coordination on uniform needs, and pricing changes without proper notification, was not recommended for award.

WHEREAS, the proposal from CINTAS for \$234.77 per week is \$10.72 per week above the low bidder but as the second lowest bidder is recommended for the contract due to the poor performance of the current vendor, Unifirst that was the lowest bidder.

NOW, THEREFORE BE IT RESOLVED, that the City of Spring Hill, Board of Mayor and Aldermen awards the contract for annual Uniform Service and Janitorial Supply services to CINTAS for the amount of \$234.77 per week for a contract period of two (2) consecutive years along with a provision for up to two one-year extensions upon mutual agreement between the City and CINTAS for a total contract period not to exceed four (4) years.

Passed and adopted by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee on the 21st day of September 2020.



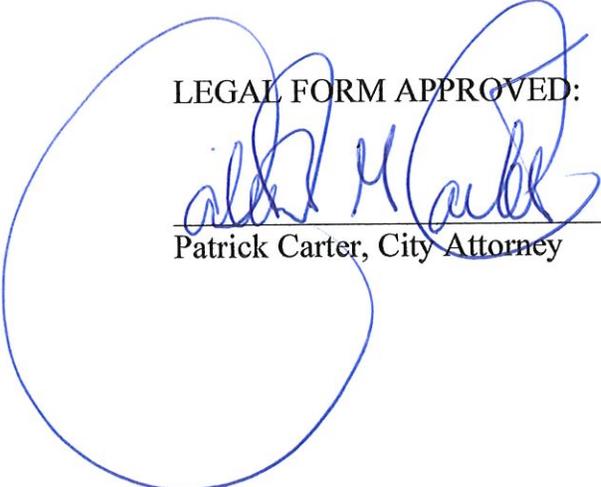
Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick Carter, City Attorney

SPRING HILL VENDOR SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made by and between THE CITY OF SPRING HILL, TENNESSEE (the "City") and CINTAS CORPORATION NO. 2 ("Vendor") (collectively as "Parties"), and is entered into on the 21st day of September, 2020, and is effective as of the Effective Date set forth herein.

RECITALS:

WHEREAS, the City requires Uniform Services and Janitorial Supplies it cannot provide itself and desires to contract with a third-party independent contractor to provide said services for the City's benefit; and

WHEREAS, pursuant to state law, the City published a Request for Proposal (RFP) and Vendor submitted a bid; and

WHEREAS, the City has selected Vendor to provide the services it desires.

NOW, THEREFORE, in consideration of the foregoing facts and circumstances, the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, the Parties do hereby agree to the following:

1. **EFFECTIVE DATE.** The Effective Date of this Agreement shall be September 24, 2020.
2. **TERM.** The term of this Agreement shall be from the Effective Date herein through August 20, 2022. The Parties may extend this Agreement in writing for up to two (2) one (1)-year periods not to exceed a total contract period of four (4) years as agreed upon by the Parties.
3. **INSURANCE.** Vendor shall maintain in full force and effect, during the entire term of this Agreement, liability insurance, along with commercial general liability, workers' compensation and automobile insurance, in the minimum limits set forth below, naming City as an additional insured on its general liability policy, and shall provide to the City certificates of insurance upon reasonable request.
 - a. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence;
 - b. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000), combined single limit, per occurrence for bodily injury and property damage;
 - c. Workers' compensation insurance as required by the State of Tennessee. The Provider agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Provider for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

4. **VENDOR RESPONSIBILITIES.**

- a. Upon signing of this Agreement by September 23, 2020, Vendor agrees in conjunction with the sizing of wearers being completed by and of day, Vendor guarantees to deliver first full service by the week of October 19, 2020. The only potential exceptions would be any wearer(s) who require custom-sized garments (i.e., 6XL). In these specific cases, lead time would be expedited to the best of Vendor's ability, with temporary solutions available being provided in the interim.
- b. Uniform sets consisting of 11 shirts and 11 pants shall be available to all uniformed employees. This will allow the employee to have a sufficient rotation of garments for a week.
- c. Vendor is responsible for weekly pick up of soiled uniforms and linens and delivery of laundered uniforms and linens with the same day on each and every Monday.
- d. Repairs or mending of shirts, pants and coats to the level of industry standard serviceability shall be the responsibility of the Vendor and at no cost to the City. Alterations, if required, and repairs of minor damage to uniforms shall also be included in the prices quoted. There shall be no separate charges made for these services.
- e. The Vendor shall agree to provide services to any or all City of Spring Hill locations now existing or during the terms of this Agreement.
- f. Newly hired employees of the City shall be furnished with new uniforms within two (2) weeks of notification. Only new uniforms will be accepted.
- g. Size changes will be taken care of by the Vendor at a mutually agreeable time at no additional charge to the City.
- h. Vendor agrees to furnish said uniform and janitorial supply services in accordance with Bid Proposal attached hereto. The weekly fee for said service charged by Vendor to City shall be based upon unit costs as referenced in Section V – Bid Form of Vendor's proposal attached hereto. Any price increase shall be submitted by the Vendor to the City a minimum of sixty (60) days prior to the end of the first term to be presented to the Spring Hill Board of Mayor and Aldermen for consideration of approval.

5. **CITY'S RESPONSIBILITIES.**

- a. Payment will be made in full within thirty (30) days of receipt of invoice with satisfactory completion of all contractual services.
- b. Provide Vendor with access to the Public Works Department from 8:00 AM to 4:30 PM each Monday for deliveries, excluding Holidays.

6. **HIGH VISIBILITY RIDER.** City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (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. City acknowledges and understands that the Garments alone do not ensure visibility of the wearer. City further acknowledges that Vendor is relying upon City to determine whether any Garments need repair or replacement to maintain the required level of visibility. Vendor represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. City acknowledges that Vendor has made no other representations, covenants or warranties, whether express or implied, related to the Garments. Further, City hereby releases Vendor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Vendor harmless

from any claims that result or might result from any such failure.

7. **INDEPENDENT CONTRACTOR.** It is expressly agreed and understood that Vendor is an independent contractor and shall not represent itself, its agents or employees as agents or employees of the City. Nothing herein is to be construed as to create any employer-employee relationship between Vendor and the City; and neither Vendor nor any of its employees shall be deemed to be employees or agents of the City. At all times material to this Agreement, any subcontractors or agents employed by Vendor shall be considered acting under the supervision, direction and control of City.

8. **AMENDMENT AND TERMINATION.** This Agreement may be terminated without cause at any time by either Party through the issuance of a thirty (30) day written notice pursuant to this Agreement. Termination with cause shall not require advance notice.

9. **NO CONFLICT OF INTEREST.** No City official, employee or member of the governing body of the City shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. Likewise, no officer, employee, or member of the governing body of Vendor or who exercises any function or responsibilities in connection with the carrying out of the project to which this Agreement pertains shall have any private interest, direct or indirect, in this Agreement.

10. **ASSIGNMENT; SUBCONTRACTING.** This Agreement may not be assigned by either Party. The Vendor shall not subcontract its responsibility pursuant to this Agreement to a third party.

11. **MODIFICATION.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Vendor and the City.

12. **NONDISCRIMINATION.** Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, the Vendor agrees that harassment or discrimination directed toward a City employee, or a citizen by the Vendor or Vendor's employee or subconsultant on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, sex, age, or sexual orientation will not be tolerated. The Vendor agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

13. **EXECUTION IN COUNTERPARTS.** This Agreement may not be amended, changed, modified, altered or terminated except by instrument in writing signed by the Parties. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. **TIME.** The Vendor shall finish within the agreed upon timeframe.

15. **VENUE AND JURISDICTION.** The venue and jurisdiction for any disputes arising pursuant to this Agreement shall be in the Circuit Court for Maury County, Tennessee.

16. **INDEMNITY.** Vendor shall provide a defense, indemnify and hold the City harmless from and against any and all claims including all damages, costs, attorney's fees, expenses and liabilities incurred in the defense of any claim or action arising therefrom, to the extent arising from the negligence or willful misconduct of the Vendor or its employees.

17. **APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

18. **FORCE MAJEURE.** The Parties shall not be liable to each other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond their respective reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by the Parties, and unusually severe weather. The Parties agree to notify each other of the existence and nature of any delay.

19. **BINDING EFFECT.** This Agreement shall inure to the benefit of and shall be binding upon City and Vendor and their respective heirs, administrators, successors and assigns.

20. **SEVERABILITY.** In the event any provision of this Agreement or any instrument delivered in connection herewith shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof or thereof.

21. **NOTICES.** All notices or other communications hereunder shall be deemed sufficiently given and shall be deemed given when delivered by hand-delivery or mailed by first class, postage prepaid, registered or certified mail and addressed as follows:

If to Vendor:	Stephen Sutton CINTAS Corporation 3400 Briley Park Blvd., N. Nashville, TN 37207
If to City:	Mayor Rick Graham 199 Town Center Parkway P.O. Box 789 Spring Hill, TN 37174
Copy to:	Patrick M. Carter, Esq. Middle Tennessee Law Group, PLLC d/b/a Wolaver, Carter & Heffington 809 South Main Street, Suite 100 Columbia, TN 38401

City and Vendor may, by notice given hereunder, designate from time to time any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

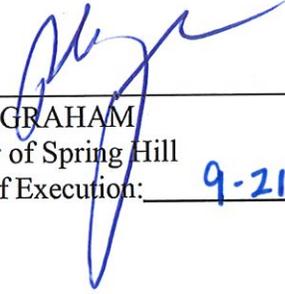
22. **CAPTIONS.** The paragraph headings in this Agreement are for convenience only, and they form no part of this Agreement and shall not affect its interpretation.

23. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between Vendor and the City and supersedes all prior negotiations, representations and agreements either written or oral, unless otherwise expressly stated herein.

24. **PAYMENT OF EXPENSES; BREACH.** Each of the Parties to this Agreement shall pay its own expenses, costs and attorney's fees associated with the negotiation, preparation, execution and delivery of this Agreement and the documents related thereto and the consummation of the transactions contemplated herein. In the event of a breach in the performance of any of the provisions of this Agreement or any of the documents related thereto, the breaching party shall pay the reasonable attorney's fees and court costs of the non-breaching party associated with the enforcement of any of the provisions of any such document or this Agreement.

IN WITNESS WHEREOF, Vendor and the City have caused their duly authorized representatives to execute and deliver this Agreement, all as of the day and year first written above.

CITY OF SPRING HILL, a Tennessee municipality

By:  _____
RICK GRAHAM
Mayor of Spring Hill
Date of Execution: 9-21-2020

CINTAS CORPORATION

By: _____
Name _____
Date of Execution: _____

SUBMITTED BY: Chuck Downham, Assistant City Administrator and Tonya Travis, Finance Director

SUBJECT: Resolution 20-105 Approve Annual Uniform and Janitorial Supply Service Contract with CINTAS

DATE: September 8, 2020

ATTACHMENTS: Resolution 20-105 and supporting documents



STAFF MEMORANDUM

The City provides uniform services to the public works department and janitorial supply services for both Public Works and City Hall. The current contract for the uniform services and janitorial supply services expires September 14, 2020.

The City publicly advertised an RFP for these services with a bid opening on July 23, 2020. Two bids were received: Unifirst and CINTAS. According to the City of Spring Hill's Purchasing Manual: Policies and Regulations, Section XVII states that in addition to price, additional aspects should be considered when awarding a bid, such as: 1. Whether the bidder can perform the contract or provide the material or service promptly or within the time specified, without delay or interference; 2. The character, integrity, reputation, experience, and efficiency of the bidder; and 3. The previous and existing compliance, by the bidder, with laws and ordinances relating to the contract or service.

It was determined that based on current and prior poor service performance from Unifirst, that CINTAS would be the preferred vendor. Unifirst, which was the lowest bid, is not recommended for award based upon poor service performance under the current contract. The City experienced ongoing issues in regards to improper invoicing, such as not removing returned uniforms in a timely manner from invoices, inconsistent communication and price changes without notification. CINTAS was the second highest bid at \$234.77 per week which is an increase of \$10.72 per week over the lowest bid received from the other vendor. The contract term is for two (2) years with the option to renew for two one-year periods upon mutual agreement between both parties for a total contract period not to exceed four (4) years.

Funds are budgeted for this service in the Uniforms budget for the following line items and are sufficient to cover the difference between the lowest bidder and the CINTAS bid:

(line item 110-43100-326)

(line item 410-52100-326)

(line item 416-42425-326)

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 20-105 to approve the annual uniform and janitorial supply services contract with CINTAS at a weekly cost of \$234.77 and authorization for the Mayor to execute the vendor agreement as presented.

July 21, 2020

City of Spring Hill
IFB NO. 2020-24

Sealed Bid Annual Uniform Services

C/O: Steve Elliott
199 Town Center Parkway
PO Box 789
Spring Hill, TN 37174

Dear Mr. Elliott,

I want to begin by thanking you for including Cintas in the City of Spring Hill's sealed bid for Uniform Services. Cintas is proud to present this comprehensive response as it specifically relates to your needs for uniform rental and floor mat services. These services are our core business offerings for our company and we are committed to providing you and your staff with the most professional level of service possible. We are excited at the prospect of partnering with you and look forward to presenting our capabilities to you in this process.

We look forward to future discussions regarding our response and the needs of the CITY OF SPRING HILL. Please let me know if you have further questions or comments regarding our response and pricing proposal. My contact information is below and I can be contacted at any time.

Best regards,

Stephen Sutton 3400 Briley Park Blvd. North
Nashville, TN 37207
SuttonS2@cintas.com

Cintas Executive Summary

Introduction to Cintas

Cintas leads the industry in supplying corporate identity uniform programs, providing entrance and logo mats, restroom supplies, promotional products, first aid and safety products and services, fire protection products and services, and industrial carpet and tile cleaning. We operate more than 400 facilities in North America—including six manufacturing plants and eight distribution centers. Cintas provides highly specialized products and services to over 900,000 customers that range from independent auto repair shops to large hotel chains and many national airlines.

Cintas is committed to four core values; Environment, Diversity, Corporate Citizenship and Safety. These values and our corporate culture are the foundation of our success and providing our customers with exceptional service and value. For additional information we invite you to visit <http://www.cintas-corp.com/company/>

Cintas core business is our uniform rental operations. The particular operation that will service City of Spring Hill's contract is Cintas 051, which is located at 3400 Briley Park Blvd North, Nashville, TN 37207. We invite you and your team to visit our facility anytime, so we can demonstrate our capabilities in person, rather than in oral or written form. Cintas Nashville is a proud recipient of The Voluntary Protection Program (VPP) status, which is OSHA's highest honor for health and safety. In fact, Cintas has 96 locations across the United States, which have qualified and earned the VPP status.

Cintas mission statement reads as follows; "We will meet and exceed our Customer's expectations to maximize the long term value of Cintas for its working partners and shareholders." We take real pride in creating "Raving Fans" of Cintas. We do this with our people, our technology, our operation systems, and our garments.

Cintas utilizes a meticulous hiring process that insures we bring great people into our organizations. Our service sales representatives (SSR), who are the face of our organizations, average over 10 years of tenure in our Nashville location. City of Spring Hill can rest assured that any and all of the SSR's who will be responsible for servicing your people have gone through a 12 week training program, that includes spending at least a day with every part of our operation, and many weeks riding with and learning from our best and most seasoned SSR's. Here they can pick up best working practices and learn how Cintas "goes to business" with exceeding our customer's expectations as their top priority. At the end of the day, our people are what makes us the best uniform and facility service company in the industry.

Recently, Cintas committed over two million dollars in order to implement our Tru-Count system. Cintas Tru-count is required to be followed by each and every SSR as they are out on their route, regardless of the size of the individual customer. Tru-Count is our scanning technology that provides every one of our customers with a complete count of every garment that we pick up and every garment that we deliver. In our Nashville operation, we are running at a 94% success rate on garments that enter our facility finding their way back to the correct customer. In addition to this advancement, we are in the final stages of putting together a customer portal, where you will be able to make changes, add or subtract employees, pay your bill, and make other changes to your account all while sitting at your desk in front of your computer. Some of these features are available today, but many more will be available in the next six months.

Operationally, we are vertically integrated. That is, we manufacture our own garments, we distribute our own garments, and we service our own garments. This allows us better control over turnaround time for new orders, proper fit of garments, proper color and consistency of the garments, and our overall costs. These are great benefits to our customers, who simply want a uniform program that works and that they do not have to manage themselves.

Lastly, Cintas is very excited about the relationships we have created in the industry. Cintas partners with Chef Works to provide the best quality chef wear with our world class service model. We also partner with Carhartt to provide the work wear that your employees prefer to wear when they are at work, all while providing a washing service that is the best in the industry!

OMNIA Partners/U.S. Communities

Since 2012, Cintas is the OMNIA Partners/U.S. Communities approved provider of Uniforms, Floor Mats, Facility Services, Floor Care and First Aid & Safety. Cintas can provide CITY OF SPRING HILL a single source solution for a variety of services provided on the OMNIA Partners/US Communities agreement. Our service and pricing can provide significant savings to your agency.

Customer Service Structure

At Cintas, we pride ourselves on being the best uniform and service solutions provider and every one of our 31,000 partners (employees) is dedicated to Customer Satisfaction. But ultimately, our success is measured by your happiness with our service and attention to your needs. In the first year, we will send out a quarterly survey to benchmark our progress in completely satisfying your needs. We will also schedule annual reviews to meet live and ensure we are providing the most secure and efficient solution for your agency.

For every one of our customers we have a team of people making sure you remain a satisfied Cintas customer. Let us take a minute to describe the roles of each of these individuals.

General Manager -

The General Manager of each local Cintas Office is responsible for the goodwill of their location's accounts. They are the local point of contact for any questions, concerns, changes or issues your locations might need assistance with. They assure that service is provided to each location in accordance to your agreement.

Service Managers -

A dedicated Service Manager will be assigned to manage day to day operations with regards to uniforms and floor mat services. If any issues are evident, this service manager can be contacted directly to resolve. If the Service Manager is not available, the General Manager will be available to resolve the issue. Our Sales Service Representatives report directly to the Service Manager to provide our customers with local account management and the highest quality of service.

Sales and Service Representatives (SSR)

Service Representatives are the liaison between your individual locations and Cintas' local office. Our Service Representatives are the service experts on your individual locations. They are able to answer questions or service concerns. These partners can help address any immediate concerns

Local Customer Service Team

Cintas provides World Class Customer Service at each of our locations. Our normal hours of operation are 7:00 AM-5:00 PM Monday- Friday. In addition, we offer a 24-hour customer service hotline via email or 1-800 Cintas-1. Emails and voicemails are dispatched to local service centers and responded to within 24 hours.

Customer Service

Cintas is committed to providing exceptional service in every step of our process and with each Cintas partner that you interact with. In an effort to provide ongoing service, we have developed a Customer Request System (CRF) that is in place at each of our facilities. The purpose of CRF is to document and ensure that each customer request is handled properly. The CRF system consists of four parts.

1. Customer call
 - a. All customer calls are welcomed and documented in our system
2. Plan of action to properly address the customers concern
 - a. On the first call, an immediate plan of action is agreed upon between the customer and a full-time Cintas Customer Service Representative.
3. Response and resolution
 - a. You can be assured of a quick and timely response from our team.
4. Follow up
 - a. Cintas is committed to providing world class service to all your employees

Implementation & Transition

Cintas will develop a roll out plan that meets the needs of each facility affiliated with this RFP. Cintas is committed to implementing a program that is seamless and free of any errors. We are committed to providing the highest level of service for Jamestown-Yorktown Foundation.

Below is an overview that will describe the program that we employ to ensure a smooth transition with the highest of service levels.

- Site Assessments and Fittings

Cintas will conduct an assessment of each of your facilities (as needed) to determine the exact inventory levels needed to maintain sufficient inventory needs. In addition, we will professionally fit each of your employees as necessary to ensure that each staff member has a well-fitting garment. During the fittings, Cintas will verify with each employee the fabric choice, laundering option, department, and the inventory of shirts, pants, jackets, and coveralls. With the current pandemic, Cintas will drop off clean and disinfected uniform samples. We will allow your employees to take the sample clothing home, wash it (if they so choose), try it on, and return to your office. We understand this may take a bit longer than our normal sizing process, but we want to be respectful of social distancing and other concerns about the current pandemic.

- Confirming Requirements

We use a detailed checklist to make sure we understand all of your requirements for the initial implementation and discuss issues that may come up in the future. Cintas ensures that your locations will only receive services that have been authorized. At this time, your account will be routed to a specific day of the week and a specific service sales representative (SSR). Our normal delivery schedule is once per week. We offer repairs and size changes at no charge to our customers. Additionally, we can discuss a winter/summer garment program. For our customers who opt to have a winter/summer garment program, we issue out an extra set of clothes.

- Program Documentation

The program will be communicated to the customer locations via a "Customer Fact Sheet." The details of the program are set up in our central computer. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

- Program Rollout

The program rollout is managed by our local operations team and Service Manager assigned to your program. This individual will coordinate the communication to all of your locations as detailed in the Customer Fact Sheet. During the rollout, Cintas will provide new uniforms that are labeled to identify each individual employee's garments. Additionally, Cintas will provide an invoice that will reflect the rental charge per garment listed out per employee. This will be a weekly invoice. Also, at this time, our sales team will provide a transition meeting with our service team to insure that everyone knows each other, and understands all expectations.

- Follow-Up

After the program is installed at each of your locations, a series of follow-up steps takes place. Each location is contacted to ensure that they are satisfied with the installation and a variety of internal audits take place to confirm your requirements have been met. Quarterly meetings are set with the Major Account Manager to ensure your expectations are completely met on the program.

- Our Loss/Recover Program

Cintas tracks each and every garment that enters or leaves your facility and our processing plant, and we provide you documentation to insure that you know where each one of your employees garments are at all times. Our Tru-count system is a state of the art scanning system, where each of our service sales representatives (SSR's) carries a scanner and a printer each and every day they are out on route. This allows Cintas to scan all of the garments that we pick up for laundry each week and provide our customers with a print out that specifically shows each employee's shirt, pants, and other items that were picked up. Once back at our processing plant, we scan them all again, after they are washed, dried, placed on hangars, run through our 25 foot steam tunnel, and repaired/replaced, as needed. Finally, we print out a copy of that final scan and provide it to our customers each and every week to show you everything we return. At any time during the program, an employee may turn in a garment for size change or replacement for normal wear or tear at no charge.

Should an employee leave City of Spring Hill, we will scan in all of the garments that you have available to return on our normally scheduled delivery day. Any garments that we scan back in will be removed from your invoice immediately, as we "stop" that employee right in front of you on the SSR's personal route computer. This starts a four week countdown, where you and/or your employee have four weeks to return any remaining garments that are not available on that first day the employee was stopped.

After four weeks, any remaining clothing that is still not returned will be billed out to City of Spring Hill at the agreed upon rates.

- Project Schedule

Here is a general timeline for the proposed services.

1. Site assessment, fittings, and emblem receipt to be done within three weeks of contract signing by both parties
2. Emblem samples, delivery dates and times set and relayed to City of Spring Hill within one week of fitting event.
3. Verification of order and ordering to be done within one week of fitting event, provided emblem approvals completed.
4. Program Rollout / initial delivery of completed order, transition from sales to service, expectations meeting to be done four weeks from ordering of garments.
5. 48 hour follow up from customer service team to be completed within first 48 hours of initial delivery.
6. Weekly services to be done one week and continuing each week after the program rollout. The SSR will be able to handle changes to products and services right in front of you each and every week.
7. Meeting with government account manager to be scheduled and completed after first six months of services.

Additional Information

Supplier Diversity & Sustainability

Cintas is committed to having a representative supply base that is as wide and diverse as the markets in which we serve. Our dynamic Supplier Diversity program actively engages with and recruits Minority and Women owned business enterprises (M/WBE) with which to do business. Cintas holds itself accountable to create opportunities for M/WBE's to add value for our clients. See attached exhibits for additional information.

Listed below is a brief description of Cintas Supplier Diversity Program:

- Our Supplier Diversity Program reports to Cintas' Diversity Committee, which is chaired by our CEO
- We have a corporate-wide initiative to educate our partners on the importance of having a diverse supply chain.
- Look to increase the number of small, minority and woman owned businesses that provide us with products and services, while maintaining our high standards of quality, competitive pricing and customer service.
- Ensure that every small, minority and woman owned business is treated fairly during the supplier qualification process.
- Encourage and guide M/WBEs to become certified through the appropriate national organizations.
- Help M/WBEs to understand Cintas' requirements and vendor related policies and procedures.
- Dedicated partners that not only administrate our Supplier Diversity initiatives, but we also ones that highlight those initiatives and our M/WBE vendors in the sales process.

Sustainability

Cintas is committed to improving the lives of our customers, partners and communities by integrating environmentally sustainable practices, principles and solutions across our business lines. We are focused on what call the 5 R's:

- **Reclaim** from used products/materials from their manufacturing and use them in the manufacturing of new products. Different from Reuse, where products are not destroyed and remanufactured but cleaned and repaired.
- **Reduce** the amount of energy and materials used
- How can we **restore** damaged natural, social, and economic systems in our area?
- Use an item more than once. This includes conventional **reuse** where the item is used again for the same function and new-life reuse where it is used for a new function.
- **Re-think** processes that produce waste

Cintas was the first uniform provider to offer washable suiting created from plastic bottles. The bottles are recycled into polyester thread which is turned into fabric. Each suit uses approximately 25 plastic bottles. In 2017 this effort alone saved over 19.5 million bottles from entering our landfills. Cintas is working to adapt this same fabric technology into other products we provide. As we continue to focus on innovation and sustainability, Cintas is currently exploring manufacturing floor mats using similar technology.

Our uniform rental and facility services operations are equally focused on sustainability. Our locations...

- Use less water and recycle water, unlike home washing systems.
- Earth-friendly wash formulas save up to 15,000 gallons of water every day.
- Our facilities use soap and water and do not involve commercial dry-cleaning materials
- Many of the Cintas chemicals used with our Sanis UltraClean Systems for our restroom, as well as cleaning chemicals offered through the SIGNET™ Cleaning Chemical Service are Green Seal Certified
- DfE Chemicals-Cleaning agents that are "Designed for the Environment" (DfE) were designed by the EPA. Cintas uses DfE chemicals in their Drain Line Maintainer Service.
- Package-Free Products -Our cleaning chemical dispensing platform delivers concentrated products to customers in a package-free way, which reduces the amount of packaging consumed and disposed of versus buying product at retail.
- Cintas SafeWasher -The Cintas SafeWasher uses environmentally friendly chemicals that are non-toxic and non-hazardous, and never go down the drain. Cintas does not use solvents.

Since Cintas runs several hundred routes delivering products and services to our customers each day. We realize that fuel consumption has a significant impact on our environment and part of our sustainability program is to utilize ways to minimize this impact. Cintas has incorporated the following initiatives:

- More than 75% of Cintas' 5 day routes have been geo-coded and condensed into 4-day routes. Watch Video
- Cintas recently purchased 100 new Hybrid Electric Vans to begin deploying in California - a significant first step in establishing our commitment to a greener fleet, and being socially responsible. Learn More
- Cintas has optimized the size of our trucks to minimize fuel usage.
- Cintas performs emissions tests on our vehicles as required and makes any necessary upgrades to keep vehicles compliant.
- Our company lease programs encourage hybrid auto purchase.
- Cintas has installed idle shutoff software on delivery trucks to reduce fuel consumption.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197244-973695

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christina Baratti; Catherine L. Geimer; Thomas U. Krippene; Barbara Pannier; Eric D. Sauer; Susan R. Schwartz; Jennifer Williams; Salena Wood

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

NOT VALID FOR PURCHASE, ISSUE, RENEW, INTEREST RATE, RESIDUAL VALUE GUARANTEES.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 26th day of October, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 20, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of July, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day

SECTION V – BID FORM

**CITY OF SPRING HILL
PUBLIC WORKS DEPARTMENT AND CITY HALL
UNIFORM, JANITORIAL, AND LINEN RENTAL BID FORM**

DESCRIPTION OF ITEM	ESTIMATED QUANTITY	TOTAL	UNIT PRICE	AMOUNT
LS Shirts 65/35, safety vis-ye	15*	Per item bid x 11 x Qty	\$ 0.33	\$ 54.45
SS Shirts 65/35, safety vis-ye	15*	Per item bid x 11 x Qty	\$ 0.33	\$ 54.45
Pants 65/35 w/ Cargo Pockets	15*	Per item bid x 11 x Qty	\$ 0.24	\$ 39.60
Jacket 65/35, safety vis-ye	15*	Per item bid x Qty	\$ 0.56	\$ 16.80
Shop Towels/Bagged 18"x 18" wipers	2 BAGS minimum	Per item bid x Qty	\$ 0.08	\$ 8.00
3x5 Mat Great IMP-2	8	Per item bid x Qty	\$ 2.50	\$ 20.00
4x6 Mat Great IMP-2	3	Per item bid x Qty	\$ 3.24	\$ 9.72
3x10 Mat Great IMP-2	1	Per item bid x Qty	\$ 4.00	\$ 4.00
Mat 3x5 Scraper	5	Per item bid x Qty	\$ 1.75	\$ 8.75
36" Dry Mop	3	Per item bid x Qty	\$ 1.00	\$ 3.00
Terry Cloths -U1st BA	100	Per item bid x Qty	\$ 0.16	\$ 16.00

*Quantity *minimum* (15), anticipated current number of staff furnished uniforms (38)

TOTAL BASE BID

\$ 234.77

TOTAL BASE BID (WRITTEN)

Two hundred thirty-four dollars and seventy-seven cents per week.

BIDDER SIGNATURE: _____

DATE: July 23, 2020



7/23/2020

Mike Rupprecht
CINTAS CORPORATION NO. 2
3400 Briley Park Boulevard North
Nashville, TN 37207

Re: CITY OF SPRING HILL
Project: Uniform, Janitorial and Linen Rental for the City of Spring Hill
Estimated Contract Price: \$ 15,600.00
Bid Date: 7/23/2020
Surety: LIBERTY MUTUAL INSURANCE COMPANIES

Dear Mike:

Enclosed please find the above captioned bid bond, executed per your request.

The bid bond must be signed by an authorized representative of your company, notarized and sealed with the corporate seal if applicable. It is your responsibility to ensure the bid bond conforms with your needs and instructions to us, including but not limited to the correct coverages and parties, and with any laws applicable to your operations and/or the contract requiring the bid bond, and to advise us immediately, in writing, if the bid bond form so executed does not contain the proper information. Accordingly, it is incumbent upon you to carefully review the bond, and we will expect that you will, double-check all information, including signatures, dates, amounts and job descriptions for accuracy, and to verify that the bid bond form we executed is the form required by the specification. This will avoid the possibility of having a low bid rejected because of a clerical error. We will also expect you to verify that anything unusual that has been requested by the obligee is attached.

If, following your review of the bond, you do not advise us in writing of any problem or deficiency in its terms and information but submit the bond as is, your submission will constitute your verification, and we will justifiably assume, that the bond form as issued is correct and appropriate for the purpose for which it is being submitted. You further understand that we will have no liability for any deficiencies or discrepancies not brought to our attention in accordance with this letter.

The bid bond authorization is based upon your original estimate. **If the actual bid price exceeds this estimate by 10% or more, you must contact us for additional authority!**

Please call our office if you should have any questions or need any further assistance.

Good Luck on your Bid.

Sincerely,

Barb Pannier
Record #2775658

Your bid results are very important, please mail this information back to the address below, or email your Aon representative within 5 days of the bid opening.

	Contractors Name	Contract Price
1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____

Where did you place _____ And your price \$ _____

If awarded contract, is final bond required? Yes No



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19462-1644
Ph. (610) 832-8240

BID BOND

Bond Number: N/A

KNOW ALL MEN BY THESE PRESENTS, that we

CINTAS CORPORATION NO. 2
3400 Briley Park Boulevard North, Nashville, TN 37207
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the

, as principal (the "Principal"),

"Surety"), are held and firmly bound unto

CITY OF SPRING HILL
199 Town Center Parkway, Spring Hill, TN 37174

, as obligee (the "Obligee"), in

the penal sum of

Five Percent of Amount bid Dollars (\$ 5% of Amount Bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:
Uniform, Janitorial and Linen Rental for the City of Spring Hill

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain in full force and effect. In no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above, within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one (1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 20th day of July, 2020.

WITNESS / ATTEST:

CINTAS CORPORATION NO. 2
(Principal)

By: [Signature] (Seal)
Name: Stephy Sutton
Title: Sales Representative

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: [Signature] (Seal)
Barbara Pannier Attorney-In-Fact

BIDDER (Name of company; Name of company representative; Address; Phone number; Email)

Cintas Corporation No.2

3400 Briley Park Blvd. North

Nashville, TN 37207

Stephen Sutton - Uniform Sales Representative

Cell Phone - 225-620-6499

Email address - SuttonS2@cintas.com

BIDDER SIGNATURE:



DATE: July 23, 2020

Cintas Memo - Schedule Affirmation

Cintas is committing to meeting the following timeline in order to accommodate the City of Spring Hill and their needs:

Upon signing of agreement by September 23rd, 2020 in conjunction with the sizing of wearers being completed by end of day September 24th, Cintas guarantees to deliver first full service on October 19th 2020. The only potential exceptions would be any wearer(s) who require custom-sized garments (i.e. 6XL) In these specific cases, the lead time would be expedited to the best of our abilities, with temporary solutions available being provided in the meantime.

X 

Stephen Sutton
Cintas Sales Representative