

RESOLUTION NO 2006:137

**A RESOLUTION TO ACCEPT BID NUMBER 2006:52 AND
APPROVING THE CONTRACT WITH CINTAS UNIFORM
COMPANY FOR JETS UNIFORMS**

WHEREAS, the company selected to provide uniform services for the Jonesboro Economical Transit System uniforms is Cintas Uniform Company.

WHEREAS, this award has been made based off of the quality of materials that have been presented to the Jonesboro Economical Transit System.

WHEREAS, \$9,500 has been allocated in the 2007 budget for Uniform Rental and Service.

WHEREAS, the Public Services Committee has reviewed and approves awarding the uniform contract to Cintas Uniform Company.

**NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE
CITY OF JONESBORO, ARKANSAS:**

SECTION 1: That the City of Jonesboro accepts the Bid #2006:52 of \$8.25 per unit cost from Cintas Uniform Company for a maximum annual amount of \$8,265.40.

SECTION 2: The Mayor and the City Clerk is hereby authorized by the City Council for the City of Jonesboro to execute all documents necessary to effectuate this agreement.

PASSED AND ADOPTED THIS 17TH Day of October, 2006.



STANDARD UNIFORM RENTAL SERVICE AGREEMENT

The customer, its successors and assigns ("Customer") 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 herein. Pricing is based on 52 weeks billing per rental item per year.

All garments will be cleaned and maintained by Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the value of same, have been returned to Company. All garments and other rented 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 damaged by any means Customer will pay the then current replacement values for said items.

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, 60 days in advance of the expiration of the then current term. Upon each anniversary date of this agreement, Company will automatically increase the uniform garment prices then in effect by the amount of the increase in the Consumer Price Index for the previous twelve months or 5%.

Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

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.

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. If this agreement is terminated early, 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 as set forth above, 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 garments and other 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.

Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. 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.

Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.