



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

March 14, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Lavonya C. Lester, Director of Administration *LCL*

Subject: Recommendation to extend uniform rental agreement with Cintas through cooperative agreement.

In an effort to ensure that Authority employees are dressed in a safe, clean, and unified manner, we provide uniforms to the following:

- Water Treatment Plant employees
- Meter Shop employees
- Water Quality employees
- Instrumentation employees
- Control employees
- Pump Mechanics employees
- Auto Mechanics employees
- Bill Collector

The uniforms have the Authority insignia on them which allows customers to be able to clearly identify our employees when entering their homes. The uniform material will ensure the plant employees are wearing the correct material type (cotton) when handling various chemicals. The uniforms are cleaned weekly and returned to each employee. This contract also includes renting floor mats at all (4) locations for the safety and welfare of the employees. This will minimize the number of slips and falls on Authority floors. Towels are also provided for line maintenance, and the mechanic shops for showering purposes.

The current rental program is through a cooperative alliance Omnia Partners Contract# R-BB-19002, and this contract piggybacks off the cooperative alliance contract. The Authority is looking to continue with the services through Cintas, a well-known uniform and apparel company. We have been using Cintas since 2015. The various departments have been happy with the current services and are looking to sign an additional 3-year contract with (1) two-year option to renew. The contract pricing has remained the same since 2015 and will remain firm for an additional 3 years. The average annual spend for uniforms, towels and rugs is approximately \$22,400.00. The annual amount can fluctuate depending on the total number of employees requiring uniforms.

The Administration Department is requesting that the board approve and execute a new rental agreement with Cintas.

LCL:

cc:

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Budget Information:

- Unit: various (1010,1015,1020,1030,2010,3070,4040,7615)
- GL: various (184600,401000,402000)
- Primary Number: various
(184633,620133,620233,620333,662220,663033,920433,932019)

LCL:

cc:

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ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Documents
(check which apply)

Contract: _____ **Project No.:** n/a
Project Description: Cintas uniform rental agreement

Item Description:

- | | | | |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD | <input type="checkbox"/> NYSDOT Agreement | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids | | |
| <input type="checkbox"/> Request for Proposals | | | |
| <input type="checkbox"/> Other _____ | | | |

Action Requested:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute | <input type="checkbox"/> Legal Approval |
| <input type="checkbox"/> Board Authorization to Award | <input checked="" type="checkbox"/> Execution by the Chairman |
| <input type="checkbox"/> Board Authorization to Advertise for Bids | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals | |
| <input type="checkbox"/> Other _____ | |

Approvals Needed:

APPROVED AS TO CONTENT:

- | | | |
|--|----------------------------|-------------------------|
| <input type="checkbox"/> Other (if Applicable) | n/a | Date: _____ |
| <input checked="" type="checkbox"/> Chief Operating Officer | <u>Russell J. Steel</u> | Date: <u>3/16/2022</u> |
| <input checked="" type="checkbox"/> Executive Engineer | <u>Jeanine F. Koralik</u> | Date: <u>03/16/2022</u> |
| <input checked="" type="checkbox"/> Director of Administration | <u>Sherry L. Lestie</u> | Date: <u>03/15/2022</u> |
| <input checked="" type="checkbox"/> Risk Manager | <u>Molly P. Musarra</u> | Date: <u>3/16/2022</u> |
| <input checked="" type="checkbox"/> Chief Financial Officer | <u>Karen A. Brendegast</u> | Date: <u>03/15/2022</u> |
| <input checked="" type="checkbox"/> Legal | <u>[Signature]</u> | Date: <u>3/16/2022</u> |

APPROVED FOR BOARD RESOLUTION:

- | | | |
|--|--------------------|----------------------|
| <input checked="" type="checkbox"/> Secretary to the Authority | <u>[Signature]</u> | Date: <u>3/16/22</u> |
|--|--------------------|----------------------|

Remarks: Rental agreement for employee uniforms and floor mats at (4) locations.

Resolution Date: _____ **Item No:** _____

STANDARD RENTAL SERVICE AGREEMENT

Location No. 0782 Agreement No. 210076539 Customer No. MULTIPLE Date _____
 Customer ERIE COUNTY WATER AUTHORITY Phone 716-685-8248
 Address 3030 UNION RD City CHEEKTOWAGA State NY Zip 14227-1097

UNIFORM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X270	CARGO PANT - Rental	1	ANY	0.270
X330	COTTON WORK SHIRT - Rental	1	ANY	0.230
X340	COTTON WORK PANTS - Rental	1	ANY	0.240
X390	WOMENS PANT SUSAN - Rental	1	ANY	0.270
X395	WOMENS PANT CATHY - Rental	1	ANY	0.270
X59925	LAB COAT/POPLIN - Rental	1	ANY	0.240
X64148	QUILTED VEST - As Needed	1	ANY	1.000
X82302	FR CTN/BLEND CVRL - Rental	1	ANY	0.660
X82497	BUTCHER COAT - Rental	1	ANY	0.240
X910	COTTON COVERALLS - Rental	1	ANY	0.420
X912	COVERALL - Rental	1	ANY	0.250
X935	COMFORT SHIRT - Rental	1	ANY	0.150
X945	COMFORT PANT - Rental	1	ANY	0.190

EMBLEM PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
LXNAMES	LX NAME BA0200		ANY	1.500
LXXXXXS	LX COMP BA0200		ANY	1.500

FACILITY SERVICES PRODUCTS PRICING:

Material#	Description	Rental Frequency	Inventory	Unit Price
X2160	SM SHOP TWL-RED - Rental	1	ANY	0.060
X2718	LARGE BATH TOWEL - Rental	1	ANY	0.250
X84020	3X10 BLUE MAT - Rental	4	ANY	4.970
X84120	2X3 BLUE MAT - Rental	4	ANY	1.070
X84320	3X5 BLUE MAT - Rental	4	ANY	2.670
X84420	4X6 BLUE MAT - Rental	4	ANY	4.170

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ 0.000 per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material N/A % of Inventory N/A \$ N/A EA
- o Make-Up Charge \$1.530 per garment.
- o 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 \$ 0.000 per garment
- o Artwork Charge for Logo Mat \$ N/A
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- o Service Charge: \$ 0.000 per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$5.000 per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$ N/A per garment Premium Advantage \$ N/A per garment
- o Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- o Emblem Advantage \$0.000 per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.

STANDARD RENTAL SERVICE AGREEMENT

- o Prep Advantage \$0.000 _____ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- o Other See attached addendum, 3 year with option to renew for 1 additional 2 years

_____/_____/_____
 Date _____ Initial and check box if Unilease. All garments will be cleaned by Customer.

_____/_____/_____
 Date _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

_____/_____/_____
 Date _____ Initial and check box if receiving direct embroidery. If service is discontinued for an employee, or Customer deletes any of the garments with direct embroidery for any reason, or terminates this agreement for any reason, or fails to renew the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

_____/_____/_____
 Date _____ Initial and check box if declining the Uniform Advantage Program

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No _____
 By _____
 Title _____
 Accepted-GM _____

Please Sign Name _____
 Please Print Name _____
 Please Print Title _____
 E-Mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

1. 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 materials 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 material per year.
2. All garments and other rented materials will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and 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.
5. Customer agrees to notify Company, in writing, of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, 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.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes designated under Uniform Pricing.
7. 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 has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. 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 date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
- 10. 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 materials are paid for at the then current replacement values or returned to Company in good and usable condition.**
11. Additional customer employees, 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, 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.
12. 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.
13. 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 lie within the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
15. 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 or other documents issued by customer, in which case, the terms of this agreement shall control.

16. 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 proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY 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. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

18. If Company provides high visibility garments to Customer, Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

19. 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.



**Erie County
Water Authority**

CONTRACT NO.: 210582663

ADDENDUM A - LOCATIONS

ERIE COUNTY WATER AUTHORITY LOCATIONS SERVICED BY CINTAS

Sold To	Name	Address	City	Zip
10628610	ERIE COUNTY WATER AUTHORITY	3030 UNION RD	CHEEKTOWAGA	14227
11892949	ERIE COUNTY WATER AUTHORITY	722 STURGEON POINT RD	DERBY	14047
10628608	JEROME D VAN DE WATER TREATMENT	3750 RIVER RD	TONAWANDA	14150
11893025	ERIE COUNTY WATER AUTHORITY	295 MAIN ST	BUFFALO	14203



**Erie County
Water Authority**

CONTRACT NO.: 210582663

ADDENDUM B - AMENDMENTS

- * Erie County Water Authority Contract Number: R-BB-19002
- * Master purchase order and contract are effective from 3/31/2022 to 3/31/3025. Option to renew for (1) additional (2) year period; extend to 3/31/2027.
- * Erie County Water Authority payer number for all locations: 10628610
- * Erie County Water Authority rental program is a member of OMNIA program, corporate code 13218.
- * Prices locked during the first 3 years of contract date. Price adjustments during years 4 and 5 are not to exceed 3%.
- * Name emblem, company emblem and make up charge waived during 1st 30 days of service from the execution date of contract renewal.



**Erie County
Water Authority**

CONTRACT NO.: 210582663

ADDENDUM C - PRICING

**ADDITIONAL PRODUCTS AND SERVICES NOT LISTED BELOW CAN BE ADDED TO THE PROGRAM AS
OUTLINED BY ERIE COUNTY WATER AUTHORITY.**

ITEM NO.	DESCRIPTION	QTY	FREQ.	UNIT PRICE	LOST PRICE
UNIFORMS					
Item #.	Item	Qty	FREQ.	Unit Cost	Lost Amount
935	COMFORT SHIRT	1.00	W	\$0.15	\$15.00
945	COMFORT PANT	1.00	W	\$0.19	\$18.00
390	SUSAN FIT PANT	1.00	W	\$0.27	\$21.00
395	CATHY FIT PANT	1.00	W	\$0.27	\$21.00
270	CARGO PANT	1.00	W	\$0.27	\$27.00
912	COVERALL	1.00	W	\$0.25	\$30.00
82497	LAB COAT	1.00	W	\$0.24	\$24.00
59925	LAB COAT	1.00	W	\$0.24	\$24.00
330	COTTON SHIRT	1.00	W	\$0.23	\$18.00
340	COTTON PANT	1.00	W	\$0.24	\$23.50
910	COTTON COVERALL	1.00	W	\$0.42	\$37.80
82302	FR COVERALL	1.00	W	\$0.66	\$76.50
64148	NOG VEST*	1.00	W	\$1.00	-
* - AS NEEDED BY CUSTOMER, CLEANING PROVIDED BY CINTAS					
TOWELS					
2160	SM SHOP TWL - RED	1.00	W	\$0.06	\$0.42
2718	LARGE BATH TOWEL	1.00	W	\$0.25	\$2.48
MATS					
84020	3x10 Blue	1.00	M	\$4.97	\$81.00
84120	2x3 Blue	1.00	M	\$1.07	\$22.50
84320	3x5 Blue	1.00	M	\$2.67	\$40.50
84420	4x6 Blue	1.00	M	\$4.17	\$63.00