

WINNEBAGO COUNTY PURCHASE OF SERVICES AGREEMENT

RE: Mat & Uniform Rental Services

THIS AGREEMENT made and entered into this **18th** day of **December 2019**, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and **Cintas Corporation**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the CONTRACTOR for the purpose of ***Mat and Uniform Rental and Cleaning Services***; and

WHEREAS the CONTRACTOR whose address is **800 Isbell St., Green Bay WI 54303**, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. **TERM**: The term of this Agreement shall commence as of the **1st** day of **January 2020**, and shall terminate as of the **31st** day of **December 2021**, unless sooner agreed upon by the parties. In any event, the CONTRACTOR shall complete its obligations under this Agreement not later than the 15th day of January 2022, and upon its failure to do so, the COUNTY may invoke the penalties set forth in the bid specifications, RFP, or Schedule A. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this Agreement.
2. **SERVICE TO BE PROVIDED**: CONTRACTOR agrees to provide the services detailed in the **Request for Proposals (RFP# VA03-19)** and the CONTRACTOR's response thereto, and on the attached Schedule A, incorporated herein by reference. In the event of a conflict between or among the RFP, proposals, and/or the terms of Schedule A, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling.

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION:**
- A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

16. **HOLD HARMLESS**: At all times during the term of this Agreement, CONTRACTOR agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.

17. **INSURANCE**:

A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:

- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
- 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
- 3) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage, and shall include coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808

CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

20. **AFFIRMATIVE ACTION:** CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and CONTRACTOR has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
21. **EQUAL OPPORTUNITY EMPLOYER:** CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR's behalf, state that CONTRACTOR is an "Equal Opportunity Employer."
22. **COMPLIANCE INFORMATION:** CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
23. **CONTRACTOR'S LEGAL STATUS:** CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of CONTRACTOR's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. CONTRACTOR shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the CONTRACTOR's legal status.
24. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.
25. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Contractor understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Contractor that are

SCHEDULE A

The terms and conditions of this addendum supersede any terms contained in the Purchase of Services Agreement.

General Terms and Conditions:

- Added: All rental merchandise will remain property of Cintas. Upon expiration or termination of this Agreement for any reason, Winnebago County agrees to (a) pay all previous undisputed balances due to Cintas (b) promptly return all rental Merchandise (except any Specialty Merchandise) in good and usable condition and in a commercially reasonable manner, or pay to Cintas the applicable Replacement Value for any such damaged or unreturned Merchandise, (c) purchase at the applicable Replacement Value all Specialty Merchandise (whether then in service or in Cintas' inventory).
- ADDED:
WINNEBAGO COUNTY'S REMEDIES DESCRIBED IN THIS AGREEMENT ARE WINNEBAGO COUNTY'S SOLE REMEDIES FOR ANY BREACH BY CINTAS OF ITS OBLIGATIONS, AND IN ANY EVENT, CINTAS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
- Delete Section 16 and Replace with:
Indemnification. Cintas agrees to indemnify, defend and hold harmless Winnebago County, its directors, officers, employees, agents and representatives from and against any and all liability, damages, claims, suits, actions or expenses (including reasonable legal fees) asserted by third parties on account of any property damage or personal injury directly arising out of the negligent act or omission of Cintas.

Winnebago County agrees to indemnify, defend and hold harmless Cintas, its directors, officers, employees, agents and representatives from and against any and all liability, damages, claims, suits, actions or expenses (including reasonable legal fees) asserted by third parties on account of any property damage or personal injury directly arising out of the negligent act or omission of Winnebago County.

Each party agrees that it will give the other party prompt and timely notice of any claim made or suit instituted which might affect the other party under this Section

- See following page for pricing.

SCHEDULE A

SIGNATURE PAGE

****REMEMBER TO ATTACH** information from companies for whom you are currently providing a similar service including a contact name and phone number. Minimum of three (3).

****REMEMBER** to attach additional information for any item marked on the Pricing Proposal Page.

Deviations/Comments: All emblems will be patch style.

We, the undersigned, propose to furnish, in accordance with the requirements outlined herein, rental and cleaning services to various County departments for a period of two-years and will hold pricing firm during the entire length of the contract.

Submitted by:

Contractor: Cintas

Address: 800 Isbell St.
Green Bay, WI 54303

Phone#: 920.497.2509 Fax#: 920.497.8490

Email: ebertz a@cintas.com

Signature: A Ebertz

Printed Name: Amber Ebertz

Title: Service Manager Date: 10 / 14 / 19

TALLY SHEET-RFP# VA03-19 DUE 10/23/19

	Cintas			Gunderson		
	Service	PER WEEK	Replacement Cost	Service	PER WEEK	Replacement Cost
Floor Mats 3'x4'	\$ 1.00	\$ 11.50	\$ 36.00	\$2.16	\$24.84	\$89.90
Floor Mats 4'x6'	\$ 1.90	\$ 20.90	\$ 64.00	\$4.32	\$47.52	\$139.95
Floor Mats 3'x10'	\$ 2.45	\$ 34.30	\$ 90.00	\$5.40	\$75.60	\$212.95
Floor Mats 5'x12'	\$ 6.00	\$ 18.00	\$ 120.00	\$10.80	\$32.40	\$312.95
Shop Towels 18x18 Orange	\$ 0.05	\$ 10.80	\$ 0.35	\$0.06	\$12.96	\$0.36
Small Shop Towel	\$ 0.05	\$ -	\$ -	\$0.06	\$0.00	\$0.36
Hand Towels White	\$ 0.07	\$ 4.90	\$ 0.75	\$0.11	\$7.70	\$1.00
CRT Towels	\$ 1.50	\$ 3.00	\$ 20.00	\$1.75	\$3.50	\$35.00
Cabinet Roll	\$ -	\$ -	\$ 90.00	\$0.00	\$0.00	\$125.00
24" Dust Mops	\$ 0.40	\$ 0.40	\$ 8.00	\$0.52	\$0.52	\$12.95
36" Dust Mops	\$ 0.60	\$ 2.10	\$ 15.00	\$0.54	\$1.89	\$14.95
48" Dust Mops	\$ 0.80	\$ 1.20	\$ 20.00	\$0.79	\$1.19	\$18.95
72" Dust Mops	\$ 1.20	\$ 1.80	\$ 36.00	\$0.94	\$1.41	\$21.95
Mop Handle	\$ -	\$ -	\$ 8.00	\$0.00	\$0.00	\$12.00
Foreman Shirt	\$ 0.95	\$ 0.95	\$ 20.00	\$0.50	\$0.50	\$18.95
Uniform Shirt-short sleeve	\$ 0.14	\$ 4.20	\$ 18.00	\$0.50	\$15.00	\$18.95
Uniform Shirt-long sleeve	\$ 0.14	\$ 4.20	\$ 18.00	\$0.50	\$15.00	\$18.95
Uniform Pants	\$ 0.14	\$ 5.60	\$ 18.00	\$0.50	\$20.00	\$20.95
Cargo Pants	\$ 0.16	\$ 0.80	\$ 18.00	\$0.50	\$2.50	\$20.95
Coveralls	\$ 0.22	\$ 2.42	\$ 27.00	\$0.90	\$9.90	\$29.95
Jackets	\$ 0.35	\$ 0.09	\$ 28.00	\$1.00	\$0.25	TBD
Cleaning only						
County owned Coveralls	\$ 0.65	\$ 0.16	N/A	\$0.50	\$0.13	N/A
Other	None			\$8.95 week/delivery, Linen Mgmt Program 12% per invoice		
COST PER WEEK	\$	127.32		\$345.63		
ANNUAL PROJECTED COST	\$	6,620.64		\$17,972.86		

Forbes, Laura

From: Doroghazi, Jason <Doroghazi-Jason@aramark.com>
Sent: Friday, November 08, 2019 8:09 AM
To: Forbes, Laura
Cc: Murphy, Justin
Subject: Aramark

Hi Laura,

I had the opportunity to speak with our VPO this morning and unfortunately we are not going to be able to make any more changes to our service agreement. We are formally withdrawing from the bid process for Winnebago County at this time. If something changes in the future we will definitely reach out. We sincerely appreciate the opportunity to be part of the bid process.

Best Regards,

Jason Doroghazi | Aramark | Sales Manager | Uniform Services
Wisconsin, Minnesota, Iowa, Michigan
P: 715-379-2742 **F:** 608-781-4434

EMAIL Doroghazi-Jason@aramark.com | **WEB** www.aramarkuniform.com | **FACEBOOK** [aramark](#) | **TWITTER** [@aramark](#)

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From: Forbes, Laura [mailto:lforbes@co.winnebago.wi.us]
Sent: Wednesday, November 06, 2019 4:02 PM
To: Doroghazi, Jason <Doroghazi-Jason@aramark.com>
Subject: RE: Aramark

CAUTION: This email was sent from an external sender. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Here is our standard contract.

Have a good evening.

Laura Forbes, CPPB
Purchasing Manager
Winnebago County
(920) 232-3427