

ORDINANCE NO. 07-40 AC CMS

AN ORDINANCE ACCEPTING THE BID OF CINTAS CORPORATION OF STRONGSVILLE, OHIO, FOR THE PROVISION OF UNIFORMS FOR EMPLOYEES OF THE PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Cintas Corporation of Strongsville, Ohio, for the provision of uniforms for employees of the Public Works Department for a three year period is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract accordingly, said bid being in the amount of \$33,630.24, subject, however, to annual appropriation.

SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the citizens of the City of Oberlin, Ohio or to provide for the usual daily operation of a municipal department, to wit:

"to accept a bid in a timely manner and to avoid an interruption in uniform service" and shall take effect immediately upon passage.

PASSED: 1st Reading – April 16, 2007 (E)
2nd Reading –
3rd Reading –

ATTEST:



Sheri Haury
INTERIM CLERK OF COUNCIL



Daniel Gardner
PRESIDENT OF COUNCIL

POSTED: April 17, 2007

EFFECTIVE DATE: April 17, 2007

s:\ORD07-40.UniformContractCintas

CINTAS CORPORATION will provide a uniform and apparel rental program to the City of Oberlin (Customer) and Customer agrees to pay for all of Customer's requirements for uniforms and apparel according to the terms and conditions of this Agreement and the related Customer Information Sheet including increases or additions in uniforms and apparel. All such uniforms and apparel will remain the property of CINTAS CORPORATION.

This Agreement is effective on the date of the last signature provided for below, and will continue for 12 ~~36~~ consecutive months following the later of such date below or the date uniforms and apparel are first installed on Customer's premises. This Agreement will automatically renew for two additional 12-month periods, for a total term of 36 months, subject to annual appropriation of funds by Oberlin City Council.

CINTAS CORPORATION will provide regularly scheduled deliveries of uniforms and apparel, freshly processed, repaired and finished, and will replace uniforms and apparel worn out through normal wear at no additional charge. Uniforms and apparel that are lost or damaged (except through normal wear) will be promptly paid for by Customer at the replacement charge designated in the 'Customer Information Sheet for City of Oberlin' attached to this Service Agreement. Customer may reduce the quantity of standard uniforms and apparel and services to accommodate normal turnover of employees in the ordinary course of Customer's business. Customer must notify CINTAS CORPORATION of an employee's termination and must immediately return uniforms and apparel issued to that employee.

Rate is firm for three years and customer agrees that if its weekly rental volume is less than 5 per week, it will be subject to a minimum invoice charge of \$25.

Performance Guaranty: Customer may terminate this Agreement for deficiencies in service by informing CINTAS CORPORATION in writing of the nature of the service deficiencies, allowing CINTAS CORPORATION at least 30 days to correct the deficiencies, and giving CINTAS CORPORATION 30 days written notice containing an explanation of the deficiencies that CINTAS CORPORATION has not ~~begun to~~ corrected. If, at the sole discretion of the City, CINTAS CORPORATION has failed to correct said deficiencies within the aforementioned 60 day period, the City may terminate this Agreement with 30 days written notice.

If Customer breaches this Agreement by early termination (except in accordance with the above Performance Guaranty or in the event that Oberlin City Council does not appropriate funds for the Agreement), Customer agrees to pay CINTAS CORPORATION liquidated damages (intended as a good faith pre-estimate of the actual damages CINTAS CORPORATION would incur and not as a penalty), equal to 50% of the average weekly charges during the 3 months prior to termination times the weeks remaining in the unexpired term.

Customer agrees to pay all loss or damage charges and all unpaid statements upon any termination or expiration of this Agreement.

City of Oberlin is not interested in arbitration and case will go right to court.

Unless specified in writing in this Agreement the uniforms and apparel supplied under this Agreement are not flame resistant or resistant to hazardous substances. They contain no special flame resistant or hazardous substance resistant features and they are not designed for use in areas where they may catch fire or where contact with hazardous substances is possible. Customer will immediately notify CINTAS CORPORATION of any toxic or hazardous substance introduced by Customer onto the uniforms or apparel and agrees to be responsible for any loss, damage or injury experience by CINTAS CORPORATION or its employees as a result of the existence of such substances. CINTAS CORPORATION reserves the right not to handle or process any uniforms or apparel soiled with toxic or hazardous substances.

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached. This Agreement is not binding on CINTAS CORPORATION until executed by the General Manager of the CINTAS CORPORATION facility that will provide service to Customer.

CINTAS CORPORATION agrees to maintain public liability insurance throughout the term of this Agreement in an amount and form acceptable to the City.

CINTAS CORPORATION agrees to indemnify, defend and hold harmless the City, its agents and employees against any and all claims of liability, loss, damage or costs arising from any negligent act or omission by CINTAS CORPORATION or its officers, agents and employees in the performance of this Agreement.

CINTAS CORPORATION shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, sexual orientation, national origin, age, handicap, ancestry or Vietnam-era or disabled veteran status. CINTAS CORPORATION shall state in all its solicitations or advertisements for employees placed on behalf of the City that it is an Equal Opportunity employer.

This Agreement shall be binding upon and inure to the benefit of the City and CINTAS CORPORATION. This Agreement and its rights and responsibilities shall not be assigned or transferred by CINTAS CORPORATION without the prior written consent of the City of Oberlin.

If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Ohio.

Accepted by Cintas Corporation:

Accepted by City of Oberlin:

James E. Oberlin 5-14-07

[Signature]

APPROVED AS TO FORM: [Signature]
ERIC R. SEVERS, LAW DIRECTOR

Customer Information Sheet
For
City of Oberlin
MERCHANDISE & PRICING

GARMENTS ASSIGNED TO INDIVIDUAL EMPLOYEES:

GARMENT DESCRIPTION	INVENTORY	CHANGES OF GARMENTS PER WEEK	PRICE PER EMPLOYEE PER WEEK	LOSS/DAMAGE REPLACEMENT VALUE
100% Cotton Shirts and Pants	11	5	\$6.00	\$18.00/\$20.00
Permanent Press Shirts and Pants	11	5	\$4.19	\$16.00/\$18.00
Permanent Press Coveralls	2	1	\$0.78	\$22.00
100% Cotton Coveralls	2	1	\$1.00	\$25.00
Permanent Press Coveralls	5	2	\$1.90	\$22.00
100% Cotton Coveralls	5	2	\$2.00	\$25.00
Permanent Press Coveralls	6	3	\$2.66	\$22.00
100% Cotton Coveralls	6	3	\$3.00	\$25.00
Premium Size Garments – 2XL + or 46" waist +			+20%	

OTHER MERCHANDISE & CHARGES:

ITEM DESCRIPTION	PRICE PER ITEM	BILLING METHOD DESCRIPTION	LOSS/DAMAGE REPLACEMENT VALUE
3 X 5 Floor Mat	\$1.85	Weekly	\$50.00
3 X 5 First Step Mat	\$.75	Weekly	\$60.00
3 X 10 Floor Mat	\$2.50	Weekly	\$90.00
2 X 3 Bubble Mat	\$.50	Weekly	\$45.00
3 X 5 Floor Mat	\$1.85	Every other week	\$50.00
4 X 6 Floor Mat	\$2.96	Every other week	\$70.00
Huck Towels	\$.12	Every other week	\$2.00
3 X 5 Floor Mat	\$2.50	Monthly	\$50.00
3 X 10 Floor Mat	\$5.00	Monthly	\$90.00
Minimum Stop Charge	\$20.00	N/A	
Company Emblem	\$1.25	Each	
Custom Logo Company Emblem	\$2.00	Each	
Employee Name Emblem	\$0.80	Each	
Garment Make-Up (Preparation) Charge	\$0.75	Upon installation of new employee	
Service Charge	\$5.45	Weekly	
Shop Towels	.07	Weekly	
Air Fresheners	\$1.00	Weekly	
Urinal Screen Service	\$1.05	Weekly	

City of Oberlin

85 South Main St. Oberlin, OH 44074

Public Works Department

April 6, 2007

TO: Gary Boyle, Interim City Manager

FROM: Jeff Baumann, Public Works Director *Jeff*

RE: Re-bid Uniform Contract Recommendation

The Public Works Department bid its uniform contract in February of this year with bids opened on February 22nd. We received only one bid and, at the Department's request, City Council passed a motion rejecting the bid and directing the Department to re-bid. This has now been accomplished, with a 2nd bid opening on March 29th. A copy of the bid tab is attached. Bids are summarized in the chart below.

Bidder	Total Annual Price	Total 3-Year Price
Cintas	\$11,210.08	\$33,630.24
Aramark	\$7,973.16	\$23,919.48

Code Compliance Officer Marshall Whitehead has reviewed and approved the EEO compliance submittals of both companies. A copy of his report is attached.

History

In 2005, the Public Works Department elected to solicit quotes from uniform service companies following the expiration of a 5 year annual "contract" that a previous Public Works Director had entered into with Cintas. This service had not been competitively priced for some years, maybe even back into the 1980's. The cost of services for 2004 alone were near the \$25,000 bid limit.

To seek competitive pricing, Sharon prepared specifications and solicited quotes. Ultimately Aramark provided the best price at an annual cost of \$10,273.12 for the uniform contract. This amount was less than half of what we had been paying in previous years and we subsequently entered into a 2-year service agreement with Aramark to provide uniforms to Public Works Department employees. That service agreement is now at its end.

Aramark Services

During the previous two years, the services provided by Aramark have often been less than acceptable. Among other things:

- Aramark raised prices on at least 4 occasions, even though the Service Agreement (and their proposal) state that pricing is locked for the term of the Agreement.
- Aramark double-billed us for new employee set-up charges.
- Aramark added services which we had not requested or received to our bills.

- Aramark did not provide an avenue (in spite of repeated requests) to withhold service (and service fees) for employees out on extended injury, sick and/or FMLA leave.
- The Route Service Representative (delivery driver) has not consistently informed each division when the collection day or time has to be changed (for example on holidays). As a result, employees have not always had uniforms available to turn in.
- Aramark has not consistently provided the full complement of uniforms to each employee each week per the Service Agreement.
- Aramark has regularly returned uniforms in each Division which have clearly not been satisfactorily cleaned.
- Repair services have been inadequate.

All over-charges and mis-charges have been resolved. Some of these issues may have been honest mistakes. In every case, though, considerable staff time has been spent in trying to make corrections. For the most part this has been an uphill battle, in part because Aramark's District Manager (responsible for overseeing the contract) has changed three times in the course of two years. These managers have come out to meet with us on a few occasions but the level of service has only incrementally improved.

Aramark's recent bid price is significantly lower than the existing cost. This makes it even more difficult to believe that services will be brought up to an acceptable level. Each of the Public Works supervisors, Sharon and everyone in the Department who wears the uniforms that I've spoken to believes that the quality of service in the last two years is significantly and unacceptably lower than it was before we contracted with Aramark.

Although \$10,000 over the proposed three year term of the contract is not insignificant, the additional cost equates to a little more than \$60/week to outfit 32 uniformed employees on a daily basis or less than \$2/employee/week. All of the Public Works Department supervisors believe the additional expense is worth it to ensure a reasonable level of quality and employee satisfaction with the uniform service.

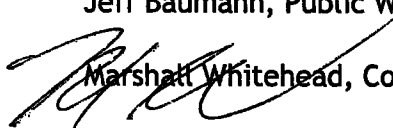
Based on the foregoing, it's my opinion that Aramark, although the low bidder, is not the best bidder. It's my recommendation that City Council authorize the administration to enter into a 3-year contract with the Cintas Corporation of Strongsville, OH in the total not to exceed amount of \$33,630.24. As our Service Agreement with Aramark expired on March 31st, if Council is willing, this item should be passed on emergency at the April 16th meeting in order to ensure the usual daily operation of the Public Works Department.

Cc: Sharon Pearson, Assistant to the Administration
Dave Rucker, GMD Superintendent
Mike Ives, Parks/Cemetery Crew Chief
Carrie Rosemark, WEPF Lead Operator
Jerry Hade, Water Superintendent

City of
Oberlin

85 S. Main Street, Oberlin, Ohio 44074

MEMORANDUM

DATE: March 30, 2007
TO: Jeff Baumann, Public Works Director
FROM:  Marshall Whitehead, Contract Compliance Officer
RE: EEO REVIEW - 2007 Uniform Services

I have reviewed the EEO data submitted with the above bid and find the following:

Approved

Aramark
Cintas Corporation

/skp

cc: Marshall Whitehead, Contract Compliance Officer
Gary Boyle, Interim City Manager
File

Oberlin

85 South Main Street, Oberlin Ohio 44074

BID TAB SHEET

Project Name: 2007 Uniform Bid			
Estimate: \$33,000		Date: Thursday, March 29, 2007	
No.	COMPANY	Bid Bond Yes/No	BID AMOUNT
1	Aramark	Yes	Annual \$7,973 ¹⁶
2	Centex	Yes	Annual \$11,210.08
3			
4			
5			
6			
7			
8			
9			
10			