

## **FIRST AMENDMENT TO CONTRACT FOR UNIFORM SUPPLY AND SERVICES**

The City of Daytona Beach (the "City") and Cintas ("Vendor") are parties to a written agreement for the supply and servicing of City uniforms dated December 19, 2014, approved by City Resolution No. 14-363, such agreement consisting of a cooperative contract between Vendor and Harford County Schools, Maryland, which authorized participation by other governmental agencies in the pricing and terms (the "Cooperative Contract"), and an addendum between the City and Vendor (the "Addendum"), incorporating and amending the terms and conditions of the Cooperative Contract (collectively, the Cooperative Contract and Addendum are the "Contract").

In and for good and valuable consideration, receipt of which is mutually given and received herein, the City and Vendor agree to amend the Contract as follows:

**1. Options to Renew.** The City and Vendor agree that the City will have options to renew for 2 Terms of 2 year each (hereinafter "Renewal Terms"), as provided in the Cooperative Contract. The City hereby exercises its initial option to renew for the initial Renewal Term commencing on December 19, 2017 and ending on December 18, 2019. The City will exercise its option to renew for the second Renewal Term by providing Vendor with notice in the manner provided in the Cooperative Contract.

### **2. Contract Amendments.**

**A. Revised Vendor Fees.** In consideration of the City's willingness to renew the Contract for the first Renewal Term, Vendor agrees to reduce certain of the Vendor Fees set forth in the Contract, specifically in Exhibit B to the Addendum. Attached hereto is Exhibit B-1, containing all Vendor Fees, including those adjusted via this reduction. Henceforth, all references in the Addendum to "Exhibit B" will be deemed to refer to Exhibit B-1.

**B. Grounds Maintenance.** In consideration of the City's willingness to renew the Contract for the first Renewal Term, Vendor agrees to replace uniforms for the Grounds Maintenance Division of Public Works, at no additional cost to the City, within the first six months of the renewal term.

**C. Revised Public Records Requirements.** In order to comply with Florida Public Records Law, Section 7 of the Addendum is amended to read as follows:

#### **Section 7. Documents and Records.**

*[Subsections (a) and (b) are omitted and remain unchanged ]*

(c) To the extent applicable, Vendor will comply with the requirements of Florida Statutes Section 119.0701, which include the following.

(1) Keeping and maintaining public records that the City requires for performance of the service provided herein.

(2) Upon the request of the City Clerk of the City, (i) providing the City Clerk with a copy of requested public records or (ii) allowing inspection or copying of the records, within a reasonable time after receipt of the City Clerk's request, at a cost that does not exceed the cost provided in Ch. 119, Florida Statutes, or as otherwise provided by law.

(3) Ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law until completion of the work, and following such completion if Vendor fails to transfer such records to the City.

(4) Upon completion of the work, keep and maintain public records required by the City to perform the service. Vendor will meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City upon request from the City Clerk, in a format that is compatible with the City's information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, VENDOR MUST CONTACT THE CITY CLERK, WHOSE CONTACT INFORMATION IS AS FOLLOWS:**


(Phone)	386 671-8023
(Email)	clerk@codb.us
(Address)	301 S. Ridgewood Avenue Daytona Beach, FL 32114

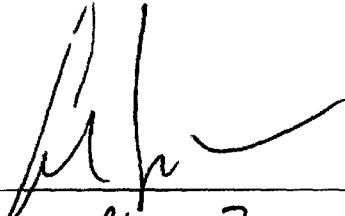
All other provisions of the Contract remain in full force and effect. In case of any conflicts between this First Amendment, the Addendum, and the Cooperative Contract, they will govern in the order listed.

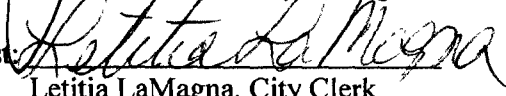
IN WITNESS WHEREOF, the City, Assignor, and Assignee have set their hands and seals, effective on the date that the last party has signed below.

**The City**

**Vendor**

By:   
James V. Chisolm, City Manager

By: 

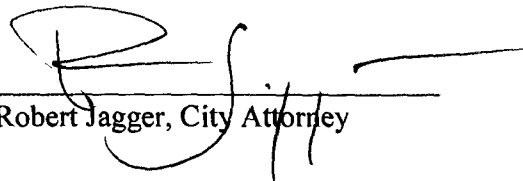
Attest:   
Letitia LaMagna, City Clerk

Printed Name: Chad Zaniewski  
Title: Branch Mgr

Date: 12-5-17

Date: 11-20-17

Approved as to legal form:

By:   
Robert Jagger, City Attorney

## EXHIBIT B-1

## NEW CINTAS PRICING – US COMMUNITIES

ITEM	WEEKLY PRICE	WEEKLY QUANTITY	TOTAL
Polo Shirts	.190	227	\$43.13
Cargo Shirts	.200	172	\$34.40
Carhartt Jean	.450	0	0
Carhartt Workshirt	.440	0	0
Cotton Workshirt	.168	39	\$6.55
Cotton Work Pant	.253	9	\$2.28
Cargo Shorts	.201	61	\$12.26
Carhartt Work Pants	.400	0	0
Cintas Oxford	.240	44	\$10.56
Carhartt 5 Pocket Jean	.450	0	0
Cintas Work Jean	.260	264	\$68.64
Cathy Pant	.201	22	\$4.42
Perma Lined Jacket	.450	8	\$3.60
Pleated Pant	.190	9	\$1.71
Lab Coat	.240	15	\$3.60
Comfort Shirt	.158	1710	\$270.18
Comfort Pant	.179	1569	\$280.85
Women Oxford	.220	11	\$2.42
Shop Towels	.060	100	\$6.00
3x5 Mats	1.83	17	\$31.11
3x5 Duralite Mats	1.83	1	\$1.83
3x5 Scraper Mats	1.83	1	\$1.83
3x10 Mats	2.45	2	\$4.90
Sig Air SVC	7.00	0	0
WEEKLY TOTAL			\$790.27
ANNUAL TOTAL (52 WEEKS)			\$41,094.20

Name Emblem Charge	\$1.00
Company Emblem Charge	\$1.25
Make Up Charge	\$1.15

Avg Replacement of Uniforms	350-400 replacements per year
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Cintas

RENTAL CATAINTAL CATALOG

ITEM #	DESCRIPTION	PAGE #	RENTAL PRICING	LOSS/REPLACE PRICING	Weekly Qty	Weekly Total	
	POLO SHIRT		\$0.190	\$12.00	227	\$43.13	5.30%
	CARGO PANTS		\$0.200	\$13.00	172	\$34.40	4.02%
	COTTON WORK SHIRT		\$0.168	\$13.00	39	\$6.55	0.91%
	COTTON WORK PANTS		\$0.253	\$13.00	9	\$2.28	0.21%
	CARGO SHORTS		\$0.201	\$13.00	61	\$12.26	1.42%
	CINTAS OXFORD		\$0.240	\$13.00	44	\$10.56	1.03%
	CINTAS WORK JEAN		\$0.260	\$15.00	264	\$68.64	6.17%
	CATHY PANTS		\$0.201	\$13.00	22	\$4.42	0.51%
	PERMA LINED JACKET		\$0.450	\$16.00	8	\$3.60	0.19%
	PLEATED PANTS		\$0.190	\$13.00	9	\$1.71	0.21%
	LAB COAT		\$0.240	\$15.00	15	\$3.60	0.35%
	COMFORT SHIRT		\$0.158	\$12.00	1710	\$270.18	39.94%
	COMFORT PANT		\$0.179	\$13.00	1569	\$280.85	36.65%
	WOMENS OXFORD		\$0.220	\$13.00	11	\$2.42	0.26%
	3X5 MATS		\$1.830	\$45.00	17	\$31.11	0.40%
	3X5 DUARLITE MATS		\$1.830	\$45.00	1	\$1.83	0.02%
	3X5 SCRAPER MATS		\$1.830	\$45.00	1	\$1.83	0.02%
	3X10 MATS		\$2.450	\$65.00	2	\$4.90	0.05%
	SHOP TOWELS		\$0.060	\$0.00	100	\$6.00	2.34%

4281 790.27 PER WK

EMBLEM & SET UP CHARGES

EMBROIDERED COMPANY LOGO EMBLEM	\$ 1.25	\$41,094.20 PER YR
INDIVIDUAL NAME EMBLEM	\$ 1.00	\$ 82,188.39 FOR 2 YRS
GARMENT SET-UP SERVICE CHARGE	\$ 1.15	\$ 32,401.07 FY 17-18 (41 W

RP QTY

\$3,462.04 LOST/STOLEN  
\$ 35,863.11 FY 17-18 (41 W

Lost/Replaced	REPL	PRORATED	350	
POLO SHIRT	\$12.00	5.30%	18.55	\$222.60
CARGO PANTS	\$13.00	4.02%	14.07	\$182.91
COTTON WORK SHIRT	\$13.00	0.91%	3.185	\$41.41
COTTON WORK PANTS	\$13.00	0.21%	0.735	\$9.56
CARGO SHORTS	\$13.00	1.42%	4.97	\$64.61
CINTAS OXFORD	\$13.00	1.03%	3.6	\$46.80
CINTAS WORK JEAN	\$15.00	6.17%	21.595	\$323.93
CATHY PANTS	\$13.00	0.51%	1.785	\$23.21
PERMA LINED JACKET	\$16.00	0.19%	0.665	\$10.64
PLEATED PANTS	\$13.00	0.21%	0.735	\$9.56
LAB COAT	\$15.00	0.35%	1.225	\$18.38
COMFORT SHIRT	\$12.00	39.94%	139.80378	\$1,677.65
COMFORT PANT	\$13.00	36.65%	128.2761	\$1,667.59
WOMENS OXFORD	\$13.00	0.26%	0.8993226	\$11.69
3X5 MATS	\$45.00	0.40%	1.3898622	\$62.54
3X5 DUARLITE MATS	\$45.00	0.02%	0.0817566	\$3.68
3X5 SCRAPER MATS	\$45.00	0.02%	0.0817566	\$3.68
3X10 MATS	\$65.00	0.05%	0.1635132	\$10.63
SHOP TOWELS	\$0.00	2.34%		

\$4,391.04

1 YEAR W/ LOST & STOLEN \$45,485.23  
2 YEAR W/ LOST & STOLEN \$90,970.46

Current Cintas - USC			
Item	Weekly Unit Price	Quantity	Total
Polo Shirts	\$0.260	227	\$59.02
Cargo Pants	\$0.300	172	\$51.60
Carhartt Jean	\$0.600	8	\$4.80
Carhartt Workshirt	\$0.460	35	\$16.10
Cotton Work Shirt	\$0.240	39	\$9.36
Cotton Work Pant	\$0.340	9	\$3.06
Cargo Shorts	\$0.300	61	\$18.30
Carhartt Work Pant	\$0.410	22	\$9.02
Cintas Oxford	\$0.250	44	\$11.00
Carhartt 5 Pocket Jean	\$0.460	219	\$100.74
Cintas Work Jean	\$0.590	15	\$8.85
Cathy Pant	\$0.270	22	\$5.94
Perma Lined Jacket	\$0.450	8	\$3.60
Pleated Pant	\$0.280	9	\$2.52
Lab Coat	\$0.240	15	\$3.60
Comfort Shirt	\$0.180	1675	\$301.50
Comfort Pant	\$0.200	1589	\$313.80
Women Oxford	\$0.230	11	\$2.53
Shop Towels	\$0.060	100	\$6.00
3x5 Mats	\$0.500	17	\$8.50
3X5 Duralite Mats	\$2.330	1	\$2.33
3x5 Scraper Mats	\$2.140	1	\$2.14
3x10 Mat	\$0.735	2	\$1.47
Sig Air SVC	\$7.000	4	\$28.00

Wkly. \$973.78

Annual 50,636.56