

ITEM # 20-0187

FACILITY SERVICES RENTAL SERVICE AGREEMENT

New X Renewal _____Location No. 019K Contract No. _____ Customer No. _____ Date _____Customer City of Santa Fe Phone _____Address _____ City Santa Fe State NM Zip _____

FACILITY SERVICES PRODUCTS PRICING

Bundled Units	Item #	Description	Rental Freq.	Unit Price	Discount
125	05806	GermX Hand Sanitizer Disp	weekly	NC	
125	08071	GermX Hand Sanitizer Foam	weekly	NC	
125	08072	GermX Hand Sanitizer Service	weekly	\$4.00 each	

*Indicates bundled items/services

• This agreement is effective as of the date of execution for a term of 60 months from date of installation.

• 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.

• COD Terms \$ NA per delivery charge for prior service (if Amount Due is Carried to Following Week)

• Credit Terms - Charge Payments due 10 days after End of Month.

• Minimum Charge \$ 20.00 per delivery.• Automatic Lost Replacement Charge: Item 05806 % of Inventory _____ \$ 25.00 Ea.

• Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.

• Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
Shop towel container \$ NA per delivery• Artwork Charge for LogoMat \$ NA• Service Charge \$ 5.95 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.

• Other _____

Cintas Loc. No. 19K Please Sign Name x Jarel Lapan HillBy _____ Please Print Name x Jarel Lapan HillTitle GM Please Print Title x City ManagerAccepted - GM: [Signature] email x jlapenhill@santafenm.gov

R-2100E-New (9/12) Form Distribution: (1) White-Office (2) Canary-Customer (3) Pink-Corporate Office

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FACILITY SERVICES RENTAL SERVICE AGREEMENT

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 facility services rental services 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.
2. All items will be cleaned and maintained by Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All 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 destroyed by any means, Customer will pay for said items at the then current replacement values.
4. 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.
5. 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.~~ 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. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the product/services. Should Customer discontinue bundling, pricing may be increased to the non discounted pricing.
6. ~~Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.~~
7. 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.
8. Additional 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 for 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 Facility Services 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 both the laws of the state where Customer is located and applicable federal laws providing for the enforcement of agreements to arbitrate disputes. Arbitration shall be administered by a single arbitrator selected by agreement of the parties. 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 be in the state where the Customer is located.
9. 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.
10. Customer certifies that Company is in no way infringing upon any existing contract between Customer and another service provider.
11. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in a writing signed by a President or Senior Vice President of Cintas.

CITY OF SANTA FE ADDENDUM

INDEMNIFICATION

Neither party shall be responsible for the acts or omissions of third parties. The contractor agrees to indemnify, hold harmless or insure the City, including its officers, employees or agents, against liability, claims, damages, losses or expenses, including attorney fees, only to the extent that the liability, damages, losses or costs are caused by, or arise out of, the acts or omissions of the contractor or its officers, employees or agents.

NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the City in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the City for the performance of this Agreement. If sufficient appropriations and authorization are not made by the City, this Agreement shall terminate upon written notice being given by the City to Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the City and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS

A. Contractor and its agents and employees are independent Contractors performing professional services for the CITY and are not employees of the CITY. CONTRACTOR, and its

agents and employees, shall not accrue leave, retirement, insurance, bonding, use of CITY vehicles, or any other benefits afforded to employees of the CITY as a result of this Agreement.

B. CONTRACTOR shall be solely responsible for payment of wages, salaries and benefits to any and all employees or subcontractors retained by Contractor in the performance of the services under this Agreement.

C. Contractor shall comply with CITY's Minimum Wage, Article 28-1-SFCC 1987, as well as any subsequent changes to such article throughout the term of this Agreement.

CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Contractor further agrees that in the performance of this Agreement no persons having any such interests shall be employed.

ASSIGNMENT; SUBCONTRACTING

Contractor shall not assign or transfer any rights, privileges, obligations or other interest under this Agreement, including any claims for money due, without the prior written consent of the City. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City.

RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the City, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the City to any obligation not assumed herein by the City unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

INSURANCE

A. The Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement, comprehensive general liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to the City, with limits of coverage in the maximum amount which the City could be held liable under the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property. Such insurance shall provide that the City is named as an additional insured and that the City is notified no less than 30 days in advance of cancellation for any reason. The Contractor shall furnish the City with a copy of a Certificate of Insurance as a condition prior to performing services under this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance, required by law, to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the City with evidence of its compliance with such requirement.

C. Contractor shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

RECORDS AND AUDIT

The Contractor shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the City, the Department of Finance and Administration, and the State Auditor. The City shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the City to recover excessive or illegal payments.

APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the City of Santa Fe. In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by Contractor hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF SANTA FE:


JAREL LAPAN-HILL, CITY MANAGER

Date: 3/10/2020

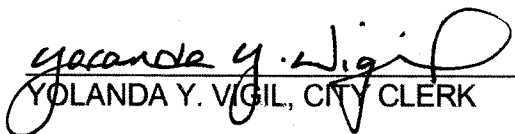

CONTRACTOR:

CINTAS CORPORATION NO. 2
5101 WILSHIRE AVENUE NE
ALBUQUERQUE, NM 87113-1952


AUTHORIZED SIGNATURE

Date: 3/9/20
CRS No. 01-886910-006
Business registration 20-226233


ATTEST:


YOLANDA Y. VIGIL, CITY CLERK 

CITY ATTORNEY'S OFFICE:


SENIOR ASSISTANT CITY ATTORNEY 3/9/20

APPROVED:


MARY MCCOY, FINANCE DIRECTOR 3/9/20
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ORG/OBJECT