

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-660

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING THE RENEWAL WITH ARAMARK UNIFORM
SERVICES, INC. TO PROVIDE RENTAL UNIFORMS TO
THE CITY OF MARGATE BASED ON THE TERMS AND
CONDITIONS OF THE AGREEMENT AS AMENDED
ATTACHED.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City hereby
approved the renewal agreement with Aramark Uniform Services,
Inc to provide rental uniforms to the City of Margate based on
the terms and conditions as amended.


SECTION 2: That the Mayor and City Manager are hereby
authorized and directed to execute a contract or the
Administration is authorized to issue a purchase order;

SECTION 3: That this Resolution shall become effective
immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 21ST DAY OF APRIL, 2010.

ATTEST:


LESLIE WALLACE MAY
CITY CLERK


JOSEPH VARSALLONE
MAYOR

ORIGINAL

CONTRACT NO.
CUSTOMER NO. 12289000
PAGE NO.

Service To:
Name **City of Margate**
Address **5790 Margate Blvd**
Address
City **Margate** ST **FL** Zip Code **33063**

Bill To:
Name

Address

Address

City

ST

ZipCode

NO. OF EMPLOYEES	UNIFORMS AND APPAREL	CHANGES (per week)	CHARGE (employee per week)	REPLACEMENT CHARGE
	Arasoft Work Shirt	4	1.75	14.00
	Arasoft Work Pant	4	1.75	16.00
	Team Casual Polo Shirt	4	1.90	20.00
	Team Casual Pleated Pant	4	1.90	20.00
	Cotton Work Shirt	4	2.20	16.00
	Cotton Work Pant	4	2.20	18.00
	Executive Oxford Shirt	4	1.90	20.00
	Executive Pant	4	1.90	20.00
	Max 3% Annual Price Increase			

ARAMARK UNIFORM SERVICES (AUS) WILL PROVIDE A UNIFORM AND APPAREL RENTAL PROGRAM TO **CITY OF MARGATE** (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 AUS.

THIS AGREEMENT IS EFFECTIVE ON THE DATE OF THE LAST SIGNATURE PROVIDED FOR BELOW, AND WILL CONTINUE FOR 60 CONSECUTIVE MONTHS FOLLOWING THE LATER OF SUCH DATE BELOW OR THE DATE UNIFORMS AND APPAREL ARE FIRST INSTALLED ON CUSTOMER'S PREMISES. RENEWAL WILL BE AUTOMATIC FOR ANOTHER LIKE TERM UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF TERMINATION AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

AUS 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 THEN CURRENT REPLACEMENT CHARGE. CUSTOMER MAY REDUCE STANDARD UNIFORMS AND APPAREL AND SERVICES TO ACCOMMODATE NORMAL TURNOVER OF EMPLOYEES IN THE ORDINARY COURSE OF CUSTOMER'S BUSINESS. CUSTOMER MUST NOTIFY AUS OF AN EMPLOYEE'S TERMINATION AND MUST IMMEDIATELY RETURN UNIFORMS AND APPAREL ISSUED TO THAT EMPLOYEE.

UPON EACH ANNIVERSARY DATE OF THIS AGREEMENT, AUS MAY INCREASE THE ABOVE CHARGES THEN IN EFFECT EITHER BY AN AMOUNT UP TO THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX OVER THE PREVIOUS 12 MONTHS OR 5%, WHICHEVER IS GREATER. AUS WILL NOTIFY CUSTOMER IN WRITING (WHICH MAY BE BY INVOICE) OF SUCH INCREASES. CUSTOMER AGREES THAT IF ITS WEEKLY RENTAL VOLUME IS LESS THAN \$25 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 AUS IN WRITING OF THE PRECISE NATURE OF THE SERVICE DEFICIENCIES, ALLOWING AUS AT LEAST 30 DAYS TO CORRECT OR BEGIN TO CORRECT THE DEFICIENCIES, AND GIVING AUS 30 DAYS WRITTEN NOTICE CONTAINING AN EXPLANATION OF THE DEFICIENCIES THAT AUS HAS NOT BEGUN TO CORRECT.

IF CUSTOMER BREACHES THIS AGREEMENT BY EARLY TERMINATION (EXCEPT IN ACCORDANCE WITH THE ABOVE PERFORMANCE GUARANTY), CUSTOMER AGREES TO PAY AUS LIQUIDATED DAMAGES INTENDED AS A GOOD FAITH PRE-ESTIMATE OF THE ACTUAL DAMAGES AUS WOULD INCUR AND NOT AS A PENALTY, EQUAL TO THE GREATER OF 50% OF THE AVERAGE WEEKLY CHARGES DURING THE 3 MONTHS PRIOR TO TERMINATION TIMES THE WEEKS REMAINING IN THE UNEXPIRED TERM, OR THE THEN CURRENT REPLACEMENT CHARGE FOR ALL UNIFORMS, APPAREL AND OTHER INVENTORY.

CUSTOMER AGREES TO PAY ALL LOSS OR DAMAGE CHARGES AND ALL UNPAID STATEMENTS UPON ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

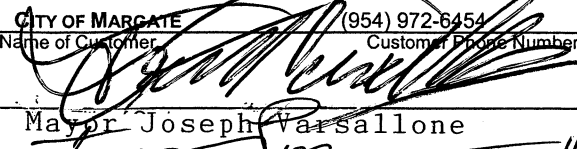
UNLESS SPECIFIED IN WRITING IN THIS AGREEMENT, THE UNIFORMS AND APPAREL SUPPLIED UNDER THIS AGREEMENT ARE NOT FLAME RESISTANT OR RESISTANT TO HAZARDOUS SUBSTANCES. THEY CONTAIN NO SPECIAL FLAME RESISTANT OR HAZARDOUS SUBSTANCE RESISTANT FEATURES AND THEY ARE NOT DESIGNED FOR USE IN AREAS WHERE THEY MAY CATCH FIRE OR WHERE CONTACT WITH HAZARDOUS SUBSTANCES IS POSSIBLE. CUSTOMER AGREES TO INDEMNIFY AND HOLD AUS HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, EXPENSE, INCLUDING ATTORNEY'S FEES, OR LIABILITY INCURRED BY AUS AS A RESULT OF THE USE OF SUCH UNIFORMS AND APPAREL IN AREAS WHERE CONTACT WITH FLAME OR HAZARDOUS SUBSTANCES IS POSSIBLE. CUSTOMER WILL IMMEDIATELY NOTIFY AUS 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 EXPERIENCED BY AUS OR ITS EMPLOYEES AS A RESULT OF THE EXISTENCE OF SUCH SUBSTANCES. AUS 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 AUS UNTIL EXECUTED BY THE GENERAL MANAGER OF THE AUS FACILITY THAT WILL PROVIDE SERVICE TO CUSTOMER.

effective date of contract		
MONTH	DAY	YEAR

ARAMARK UNIFORM SERVICES, INC.

A DIVISION OF ARAMARK UNIFORM & CAREER APPAREL, INC.

Print **CITY OF MARGATE** (954) 972-6454
Name of Customer Customer Phone Number
Print **Seth Baer AGM**
ARAMARK Representative Name & Title
Signature  Date **5/10/10**
By **Francis Porcella** Date **4/21/10**
City Manager Signature - ARAMARK General Manager Date



CUSTOMER INFORMATION SHEET (CIS)

CUSTOMER NO. 12289000

PAGE NO. 2

CONTACT NAME

City of Margate
CONTACT TITLE

TELEPHONE NO.
954-972-6454

YES N/A Credit/Billing/Service Review

- ☐ ☐ COD Terms Explained (\$5 late charge if amount due is carried to following week.)
☐ ☐ Credit terms Explained - Charge Payment Due 10 Days After End of Month.
☐ ☐ Even Billing Explained - 52 Weeks.
☐ ☐ Lost or Damaged Charges Explained.
☐ ☐ Weekly Minimum Charge Explained.
☐ ☐ Emblem Charges Explained.
☐ ☐ Percentage Minimums Explained.
☐ ☐ Automatic Replacement Explained.
☐ ☐ Preparation Charge Explained.
☐ ☐ Service Charge Explained.
☐ ☐ Extra Suit Charge Explained.
☐ ☐ Locker Opening Charge Explained.

See below for actual percentages

See below for actual percentages

.50 _____ per Garment
3% _____ per Week
_____ per Wearer

Allied Products / Auxiliary Charges Billing Procedure

MERCHANDISE	QUANTITY	UNIT CHARGE	FREQUENCY	MIN. %	INV. MAINT.	REPL. CHG.
3X4 Mats		2.69	Weekly	50	0	45.00
4x6 mats		5.375	Weekly	50	0	75.00
3x10 Mats		6.705	Weekly	50	0	95.00
Shop Towels		.12	Weekly	50	0	.25
Fender Covers		1.205	Weekly	50	0	10.00
Top Grit Soap		12.00	Weekly			
Dyna Mat 3x5		5.375	Weekly			100.00

- ☐ ☐ Special Merchandise (If yes, see Special Merchandise Addendum)

Direct Embroidered ☐
Other ☐

- ☐ ☐ Emblem Description

☐ Name Emblem Unit Price .75
☐ Company Emblem Unit Price 2.75
☐ Other

Emblem Color: Name _____ Company _____

Emblem Type/Style: Embroidered: ☐ Silk Screen: ☐

- ☐ ☐ More than one delivery location? No ☐ Yes ☐ (If Yes, where
☐ ☐ Uniform Storage Lockers: 2.00 ea. per week Storage Rails _____ ea. per week
Laundry Lock-up: 2.00 ea. per week Soil Container _____ ea. per week
☐ ☐ Other Charges/Services:

There will be an extra charge reflected on your invoice for any garment issued to customer in the following sizes:

Waist Sizes	44" and above	Alpha Sizes	2XL and above
Inseam Length	28" and below; 35" and above	Women's Sizes	Size 18 and above
Neck Sizes	18" and above	All "Long" Body Sizes	Any Garment
Chest Sizes	52" and above		
Shirts larger than 5XL and pants larger than 60" must be purchased and serviced on an NOG basis.			

Customer is responsible for all sales and use taxes.

The charges on this CIS may be increased by Aramark at any time by notifying Customer in writing (which may be by invoice). Customer may reject such increased charges by notifying Aramark in writing within 15 days after receipt of notice of such increase. If Customer rejects the increase, Aramark reserves the right to terminate this CIS in whole or in part.

All terms and conditions contained in the Service Agreement to which this CIS is attached are incorporated in this CIS (except for any price increase provisions).

Signature - ARAMARK Representative

Date

Signature - ARAMARK General Manager

Date

Signature of Authorized Customer Representative

Date

ADDENDUM TO ARAMARK SERVICE AGREEMENT

Addendum to the Service Agreement dated, 4/21/10, (hereinafter "AUS Service Agreement"), is entered into 5/10/11 2010, by and between the CITY OF MARGATE ("Customer") and ARAMARK UNIFORM SERVICES, a Delaware Corporation ("AUS")

Customer and AUS agree as follows:

1. AMENDMENTS TO AUS SERVICE AGREEMENT:

The parties agree that the following revisions to AUS Service Agreement shall be incorporated into this Addendum:

a) Paragraph 5 (Performance Guaranty) of the AUS Service Agreement is amended by deleting this provision in its entirety, and replacing with the following:

"Absent a mutual agreement to the contrary for a longer period of time needed to correct a deficiency, Customer may terminate this Agreement for deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct the deficiencies, and giving AUS 30 days written notice containing an explanation of the deficiencies that AUS has not begun to correct. Customer shall be sole judge of whether deficiency in service has been corrected."

b) Paragraph 8 – Delete entire paragraph.

c) Insert Paragraph:

"This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be determined in Broward County, Florida."

d) Paragraph 9 of the AUS Service Agreement is amended to include the following provision:

"The uniforms are not designed to be used as a fire-resistant garment. Customer agrees that uniforms are not to be used a protection against 'hazardous substances'."

"Indemnification" shall be removed from Paragraph 9 (Florida State Law).

e) Waiver of Jury Trial

City and Contractor (AUS) hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

f) Disputes

Notwithstanding anything provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the City Manager of the City of Margate, Florida, who shall reduce his decision in writing and furnish a copy thereof to the Contractor (AUS). The decision of the City Manager of City of Margate, Florida and those persons to whom he delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

g) Aramark Uniform Services will provide two (2) weeks of free rental service during the first year of the rental agreement.

h) Aramark Uniform Services agrees to switch out City of Margate employees uniforms for new every eighteen months during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the AUS Service Agreement as of the date first above written.

ARAMARK UNIFORM SERVICES

BY: Sell Bar
Printed Name

Title: AGr
Signature: [Signature]

CITY OF MARGATE

BY: [Signature]
Joseph Varsallone, Mayor

BY: [Signature]
Francis J. Porcella, City Manager

BY: [Signature]
Leslie May, City Clerk