



Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

July 25, 2019

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve the 2019-2020 Bus Garage Uniform Services and First Aid Cabinets Contract with Aramark.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

The District currently has these services divided between Aramark for Uniform Services and Cintas for First Aid Cabinet Services. Combining the services will result in significant savings for the District. This is a 36-Month Contract.

**FISCAL/BUDGETARY IMPACT:**

The District spent \$7,771.00 Fiscal Year 2019 with Aramark on Uniform Services and \$7,507.00 with Cintas for Bus Lot First Aid Cabinets. The 2019-2020 Bus Garage Uniform Services and First Aid Cabinet Contract pricing with Aramark is estimated at \$8,000.00 for a savings of \$7,278.00 per year.

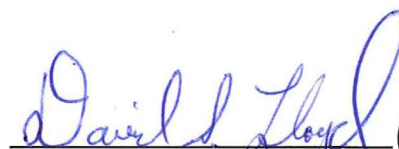
**RECOMMENDATION:**

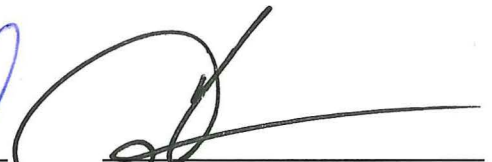
Approval of Contracting with Aramark for the Bus Garage Uniform Services and First Aid Cabinets for the 2019-2020 school year.

**CONTACT PERSON:**

Cinda Roberts, Purchasing Agent

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**SERVICE AGREEMENT**

CUSTOMER NO. 164625000

PAGE NO. \_\_\_\_\_

Service to ("Customer"): KENTON CO

1055 EATON DR

Service Address

Bill to: \_\_\_\_\_

Billing Address

FT WRIGHT KY 41017

City

State

Zip Code

City

State

Zip Code

**GARMENTS AND SERVICES ORDERED:**

No. of Wearers	MERCHANDISE	NUMBER OF ITEMS PER WEARER*	CHANGES PER WEEK (per wearer)	RATE	RATE BASIS (per item or change)	FREQUENCY	EASYCARE <sup>1</sup> (per item per week)	REPLACEMENT CHARGE (PER ITEM)
6	GO 011 COVERALLS	1	1	.35	ITEM	W	NA	45.00
6	GP 002 PANTS	11	11	.15	ITEM	W	NA	20.00
6	GS 007 L/S SHIRT	11	11	.14	ITEM	W	NA	18.00
6	GS 019 S/S SHIRT	11	11	.14	ITEM	W	NA	18.00
5	GO 218 JACKET	2	2	.26	ITEM	W	NA	35.00

**ALLIED MERCHANDISE AND SERVICES ORDERED:**

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
MAT DM 001 3-4	10	1.40	W	50%	NA	100.00
MAT DM 001 4-6	18	2.50	W	50%	NA	125.00
MAT DM 001 3-10	6	3.00	W	50%	NA	150.00
MAT DM 002 SAFETY	6	1.40	W	50%	NA	100.00
SCRAPER MAT DM 0025	3	1.45	W	100%	NA	100.00
SHOP TOWELS TS 002	600	.04	W	50%	1%	.40

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

Aramark Uniform Services (AUS) will provide Customer with a uniform, apparel and/or allied product ('Merchandise') rental, lease and/or customer-owned-goods program and Customer agrees to pay for all of Customer's requirements for rented and/or leased Merchandise according to the terms and conditions of this Agreement and the related Customer Information Sheet(s) (which shall constitute our entire agreement), including increases or additions in Merchandise. Customer agrees that AUS is its exclusive provider of rented and/or leased Merchandise and related services and that all rented or leased Merchandise will remain the property of AUS. Customer will be provided a rental program unless otherwise specified.

This Agreement is effective on the date of the last signature to this Agreement, and will continue for 60 consecutive months following the later of such date or the date Merchandise is 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 rented Merchandise, freshly processed, repaired and finished, and will replace rented and leased Merchandise that is worn out through normal wear at no additional charge. Customer may reduce standard Merchandise 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 Merchandise issued to that employee.

Terms and Conditions Continued on Next Page





## Customer Information Sheet (CIS)

CUSTOMER NAME KENTON CO

CUSTOMER NO. 164625000

PAGE NO. \_\_\_\_\_

CONTACT NAME:

1

CONTACT TITLE:

Reason For CIS: ☐ New Customer ☐ Add Allied Products ☐ Add Other Charges

### ALLIED MERCHANDISE AND SERVICES ORDERED:

MERCHANDISE	QUANTITY*	RATE PER ITEM	FREQUENCY	MINIMUM BILLED PERCENTAGE	INVENTORY MAINTENANCE	REPLACEMENT CHARGE (PER ITEM)
FIRST AID SUPPLIES	4	14.99	W	100%	NA	NA
ACCOUNT MAY BE PUT ON HOLD FOR THE MONTHS OF JUNE, JULY AND AUGUST						
Service continues for no charge in summer months						
CP 7/24/19						

\*Represents total units, including items at Customer's location(s) and items in the process of being laundered.

### Additional Services and Charges:

YES N/A

- ☐ ☐ Preparation Charge .50 per Garment
- ☐ ☐ Service Charge N/A per Week
- ☐ ☐ Extra Suit Charge \_\_\_\_\_ per Wearer
- ☐ ☐ Special Merchandise (If yes, see Special Merchandise Addendum)
- Direct Embroidered ☐
- Other ☐
- ☐ ☐ Emblem Description
- ☐ Name Emblem Unit Price .50
- ☐ Company Emblem Unit Price 1.00
- ☐ Other
- Emblem Color: Name: \_\_\_\_\_
- Emblem Type/Style: Embroidered: ☐ Silk Screen: ☐ Image Print: ☐
- ☐ ☐ Other Charges/Services: \_\_\_\_\_

### EasyCare™:

GARMENT MERCHANDISE	EasyCare™ Rate (per item in inventory per week)

### General:

- 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	Chest Sizes	52" and above
Inseam Length	28" and below; 35" and above	Alpha Sizes	2XL and above
Neck Sizes	18" and above	Women's Sizes	Size 18 and above
Sleeve Length	36" and above	All "Long" Body Sizes	Any Garment

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. Tax exempt CP 7/24/19 B470
- Each year, on the first day of the month in which the anniversary date of the related Service Agreement occurs, AUS may increase the charges then in effect (the "API") 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 of the API in writing (which may be by invoice or monthly statement). AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement). Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this CIS in whole or in part. Must notify KCSD prior to 60 days # CP 7/24/19
- All terms and conditions contained in the related Service Agreement are incorporated in this CIS (except for any price increase provisions) and references to the "Agreement" shall be deemed to include this CIS.
- If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge hereunder), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If merchandise is lost as a result of willful misconduct, standard loss charges will apply.
- If included above, Customer agrees to pay the EasyCare™ rate for the applicable garment Merchandise, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced without the payment of the standard ruin charge. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party, in which case standard ruin charges will apply.
- This CIS is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer.

PRINT KENTON CO

Name of Customer

859-957-2630

Customer Phone Number

BRIAN HERZNER FSR

Aramark Representative Name & Title

Date \_\_\_\_\_

PRINT \_\_\_\_\_

Name & Title of Customer Contact

Signature - Aramark Representative

By \_\_\_\_\_

Date \_\_\_\_\_

Signature of Authorized Customer Representative

Signature - Aramark General Manager

Date \_\_\_\_\_

\* Cancellation date for any price increases. CP 7/24/19

## TERMS AND CONDITIONS (continued)

Rented and leased Merchandise that is lost or ruined (except through normal wear) will be promptly paid for by Customer at the then current replacement charge; except for ruined garments covered by EasyCare™ or lost allied merchandise covered by Inventory Maintenance. Customer agrees to pay the EasyCare™ amount, which will entitle Customer to have rented or leased garments that are ruined beyond reasonable repair removed from service and replaced, unless initialed below or not included in the pricing above. Lost or intentionally abused garments are not covered by EasyCare™ and Customer is still responsible for preparation, name and emblem charges. AUS or Customer may discontinue EasyCare™ at any time by providing written notice to the other party in which case standard ruin charges will apply.

\_\_\_\_ (Customer to initial if EasyCare™ is declined) Customer hereby declines EasyCare™ and by doing so agrees to be liable for and pay the full then current replacement charge for any and all rented or leased garments that are ruined by Customer (except through normal wear).

If a percentage is included under "Inventory Maintenance" (which percentage shall be a charge under this Agreement), AUS will replace the corresponding Merchandise that is lost by Customer without any additional loss charge. The service fee for Inventory Maintenance is equal to the applicable percentage of total inventory multiplied by the then current replacement rate. If applicable Merchandise is lost as a result of willful misconduct, standard loss charges will apply.

Each year, on the first day of the month in which the anniversary date of this Agreement occurs, AUS may increase the charges then in effect (the "API") 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 of the API in writing (which may be by invoice or monthly statement). ~~AUS may also increase charges at any time by notifying Customer in writing (which may be by invoice or monthly statement).~~ Customer may reject such increase (except the API) by notifying AUS in writing within 15 days after Customer's receipt of notice of such increase. If Customer rejects the increase, AUS reserves the right to terminate this Agreement in whole or in part. In consideration of the sizeable investment AUS is making in Merchandise for Customer, Customer agrees that AUS may impose minimum per invoice recurring charges equal to the greater of (a) \$25 or (b) 75% of the initial invoice amount for such charges.

AUS will charge customer for every week during this Agreement even if Customer requests reduced or no service for a particular week or 90 days weeks. For customers extended credit, payment terms are net 10 days after the end of the month of delivery. A late payment charge equal to the lesser of 1.5% per month (18% per year) or the maximum permitted by law shall be charged by AUS on all past due amounts. AUS may elect at any time to revoke credit and/or open account privileges and continue to provide Merchandise and services on a cash-on-delivery basis only. For cash-on-delivery customers, if payment is not made at time of delivery, there will be a \$5.00 charge to carry the balance to the following week.

**Service Guaranty:** Customer may terminate this Agreement for material 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 (by certified mail, return receipt requested) containing an explanation of the material deficiencies that AUS has not begun to correct. While AUS will work in good faith to resolve orally communicated issues, Customer agrees that the above writings-based procedure must be followed in order to terminate this Agreement. The performance of AUS's duties under this Agreement may be subject to circumstances beyond AUS's control, including strikes, lockouts, product availability, government acts, wars, and acts of God. AUS's failure to perform under this Agreement because of such events shall not be considered a breach. Customer agrees to pay all loss or ruin charges and all unpaid statements

By signing below, Customer agrees to order the merchandise and services referenced herein and further agrees to the terms and conditions contained in this Agreement.

**KENTON CO** **859-957-2630**  
Name of Customer Customer Phone Number

Name &amp; Title of Customer Contact

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Customer Representative

upon any termination or expiration of this Agreement. If Customer breaches this Agreement by early termination (except in accordance with the above Service 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 (a) 25% of the average weekly charges during the 3 months prior to termination multiplied by the number of weeks remaining in the unexpired term, or (b) the then current replacement charge for all Merchandise.

Unless specified in writing in this Agreement, the Merchandise supplied under this Agreement is not flame resistant or resistant to hazardous substances. The Merchandise contains no special flame resistant or hazardous substance resistant features and the Merchandise is not designed for use in areas where it may catch fire or where contact with hazardous substances is possible. Customer agrees to indemnify, defend 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 Merchandise 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 Merchandise 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 Merchandise soiled with toxic or hazardous substances. Customer agrees that Customer has selected the Merchandise and is responsible for determining its appropriateness and for the safe and proper use and securing of the Merchandise. For reflective Merchandise, any garments supplied satisfy specific ANSI/ISEA standards only if so labeled. Customer acknowledges that AUS makes no representation, warranty or covenant regarding the visibility performance of any reflective Merchandise and that reflective properties may be reduced or ultimately lost through laundering. It is Customer's responsibility to determine if additional safety measures may be necessary under specific work conditions.

Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

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. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business to business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection. CP 7/24/19

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

**BRIAN HERZNER FSR**  
Aramark Representative Name & Title

Signature – Aramark Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature – Aramark General Manager \_\_\_\_\_ Date \_\_\_\_\_

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\* NET 90 7/24/19

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KENTON CO

Name of Customer

859-957-2630

Customer Phone Number

Name & Title of Customer Contact

By \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Customer Representative

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Except as set forth herein, the Merchandise and related services are provided "as is" without warranty of any kind, whether express or implied or statutory, and AUS disclaims any and all implied warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, good and workmanlike manner and non-infringement of third party rights. In no event shall AUS, its affiliates and their respective officers, directors or employees be liable to Customer for any indirect, special, incidental, consequential, punitive or extraordinary damages.

~~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. The parties agree to utilize a single arbitrator and the most expedited process available in the forum where the arbitration is held. In this business-to-business Agreement, the terms are tailored to your specific requirements. Based on the foregoing, you agree to waive any right to bring any class and/or representative action based on any business dispute(s) between us. In the event any action, lawsuit or arbitration is required to be brought for collection of any amount due under this Agreement, Customer agrees and promises to pay AUS's reasonable attorney's fees and costs, including all fees and costs involved in collection.~~

Customer confirms that by signing this Agreement, no existing contract to which Customer is a party is, or will be, breached and the person signing this Agreement on Customer's behalf is duly authorized to do so. This Agreement is not binding on AUS until executed by the General Manager of the AUS facility that will provide service to Customer. This Agreement can only be amended in writing signed by such General Manager.

Aramark Uniform Services, a division of Aramark Uniform & Career Apparel, LLC

BRIAN HERZNER FSR

Aramark Representative Name & Title

\_\_\_\_\_  
Signature - Aramark Representative

\_\_\_\_\_  
Signature - Aramark General Manager

KENTON  
CO.

Uniform Pricing				
Item Description	Item Price	# of Wearers	# of Items per Wearer	Cost
COVERALLS	\$0.35	6	1	\$2.10
PANT	\$0.15	6	11	\$9.90
SHIRT S\S	\$0.14	6	11	\$9.24
SHORT L\S	\$0.14	6	11	\$9.24
JACKET	\$0.26	5	2	\$2.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Uniform Subtotal				\$33.08
Allied Pricing				
Item Description	Item Price	Total Inventory		Cost
MAT 3-4	\$1.40	5		\$7.00
MAT 4-6	\$2.50	9		\$22.50
MAT 3-10	\$3.00	3		\$9.00
MAT SAFETY	\$1.40	3		\$4.20
SCRAPER MAT	\$1.45	3		\$4.35
SHOP TOWELS	\$0.04	300		\$12.00
INVENTORY MAITENANCE	\$0.40	8		\$3.20
				\$0.00
FIRST AID SUPPLIES	\$14.99	4		\$59.96
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Allied Subtotal				\$122.21
Subtotal				\$155.29
Service Charge				
tax				\$9.32
Total				\$164.61
				weekly
				CR 7/24/19