

**TOWN OF CANTON, CONNECTICUT  
CONTRACTUAL AGREEMENT FOR THE PROVISION OF UNIFORM RENTAL AND  
CLEANING SERVICES**

THIS CONTRACT is made as of the 17 day of July, 2023 by and between the Town of Canton, a municipal corporation organized and existing under the laws of the State of Connecticut (hereinafter the "Town"), and Cintas Corporation, 12 Commercial Street, Branford, CT 06405 (hereinafter "Contractor").

**WITNESSETH**

WHEREAS, the Town has issued a Request for Proposals to provide uniform rental and cleaning services (hereinafter referred to as "Work") a copy of which is attached hereto as Exhibit A and is incorporated by reference as if fully set forth herein;

WHEREAS, the Contractor submitted to the Town a proposal dated June 14, 2023 for the Work, a copy of which is attached hereto as Exhibit B and is incorporated by reference as if fully set forth herein;

WHEREAS, the Town has selected the Contractor to perform the Work; and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General - The Contractor agrees to perform all the duties and obligations under the terms and conditions as specified in the Request for Proposals attached hereto as Exhibit A and the Contractor's proposal dated June 14, 2023 referred to as Exhibit B.

2. Term - This Contract is for a term of four years beginning on July 28, 2023 and ending on July 27, 2027.

3. Payments: Payment for work fully performed is contingent upon the written approval of the Chief Administrative Officer or his/her designee (the "Director"). The Town shall pay the invoice within 30 days of the Director's approval of it.

The Town shall pay the Contractor for the Work in accordance with the rates as specified in Contractor's proposal attached hereto as Exhibit B.

All materials and uniforms provided in connection with this Agreement shall be provided as specified in the Request for Proposal attached hereto as Exhibit A.

4. Right to Terminate - The Town shall have the right to terminate all or a portion of this Contract for its convenience and without cause. As used in this provision,

"convenience" shall include but not be limited to the Town's failure to appropriate and/or budget monies for the second year of this Contract, or a determination *at any time* by the Town's Chief Administrative Officer that proceeding with the Contract is not in the Town's interest.

In the event of termination, the Town shall be liable to the Contractor for Work performed to date and approved by the Director in accordance with Paragraph 3, above. The Town shall have no further obligation or liability to the Contractor for any portion of the Contract terminated or for the unfunded year.

5. Non-Employment Relationship - The Town and the Contractor are independent parties. Nothing contained in this Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of this Contract. The Contractor understands and agrees that its employees are not entitled to employee benefits, including but not limited to worker's compensation and employment insurance coverage, and disability from the Town. The Contractor shall be solely responsible for any applicable taxes.

6. Amendments - This Contract may not be altered or amended, except by written agreement of the parties.

7. Entire Agreement - It is expressly understood and agreed that this Contract states the entire agreement between the parties and that the parties are not and shall not be bound by any stipulations, representations, agreement or promises, oral or otherwise, not printed or inserted in this Contract or attached as Exhibits hereto.

8. Validity - The invalidity of one or more of the phrases, sentences and clauses contained in this Contract shall not affect the remaining portions so long as the material purposes of this Contract can be determined and effectuated.

9. Warranty - Contractor warrants to the town that the materials and equipment furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Town, that the Work will be free from defects and not inherent in the quality required or permitted, that the Contractor will perform the work in a good and workmanlike manner, and that the work will conform to the Agreement. Work not conforming to the agreement will be considered defective.

10. Connecticut Law and Courts - This Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut and the parties irrevocably submit in any suit, action or proceeding arising out of this Contract to the jurisdiction of the United States District Court for the District of Connecticut and the jurisdiction of any court of the State of Connecticut.

11. Indemnification - The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless the Town and its agents and employees from and against all claims, damage, loss or expense, including reasonable attorney's fees, to the extent arising out of or resulting from the negligent performance of the

Work. In any and all claims against the Town or any of its agents or employees by any employee of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor is liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by the Contractor under Workers' Compensation Acts, disability benefit acts, or other employee benefits acts.

12. Compliance with Laws - The Contractor shall comply with all federal, state and local laws and regulations governing this Contract, including without limitation health, safety and environmental requirements.

13. Insurance - The Contractor shall carry and keep in force during the term of this Contract insurance as more specifically described in Exhibit A, with a company or companies authorized to do business in Connecticut.

14. No Assignment - The Contractor shall not subcontract, transfer or assign its obligations under this Contract or any portion thereof without prior written consent of the Town.

15. Execution - This Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered to each of the parties.


IN WITNESS THEREOF, the parties have executed this contract this 17 day of July, 2023.

**Cintas Corporation**



Name: Jeff J. Sumwalt  
By It's: Cintas Corporation  
Public Sector Major Account Manager

**TOWN OF CANTON, CONNECTICUT**



Robert H. Skinner  
Chief Administrative Officer