



Contract Number

SAP Number

Purchasing Department

| | |
|---|---|
| Department Contract Representative | <u>David Battaglia</u> |
| Telephone Number | <u>(909)387-7854</u> |
| Contractor | <u>Cintas Corporation</u> |
| Contractor Representative | <u>Adam Watkins</u> |
| Telephone Number | <u>(909)458-0161</u> |
| Contract Term | <u>April 1, 2020 – October 23, 2023</u> |
| Original Contract Amount | <u></u> |
| Amendment Amount | <u></u> |
| Total Contract Amount | <u></u> |
| Cost Center | <u></u> |

Agreement with Cintas Corporation for Uniform Rental & Laundry Services at a cost based on Omnia Partners Public Sector Agreement.

FOR COUNTY USE ONLY

Approved as to Legal Form

► _____, County Counsel

Date _____

Reviewed for Contract Compliance

► _____

Date _____

Reviewed/Approved by Department

► _____

Date _____



FACILITIES SOLUTIONS AGREEMENT

Location No. 0698

Contract No. R-BB-19002

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 4-1-2020

Customer/Participating Agency County Of San Bernardino

Phone _____

Address 777 East Rialto Ave

City San Bernardino

State CA

Zip 92415

UNIFORM PRODUCT RENTAL PRICING:

| Item # | Description | Unit Price |
|--------|-----------------|------------|
| 270 | CARGO PANT | .332 |
| 935 | COMFORT SHIRT | .17 |
| 945 | COMFORT PANT | .19 |
| 60694 | FR SHIRT | .394 |
| 82302 | FR COVERALL | .798 |
| 330 | COTTON SHIRT | .25 |
| 910 | COTTON COVERALL | .425 |
| 340 | COTTON PANT | .34 |
| 374 | FR OXFORD | .259 |

- This agreement is effective as of this date from 04-1-2020 to 10-23-2023, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 2.50 ea • Company Emblem \$ _____ ea
- Customer Emblem \$ 1.50 ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$.15 per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Please see addendum A for location list, FRC and Hi Vis Rider.

FACILITY SERVICES PRODUCTS PRICING:

| Bundle* | Item # | Description | Rental Freq. | Inventory | Unit Price |
|---------|--------|---------------------|--------------|-----------|------------|
| | 2477 | 3X5 SCRAPER MAT | W | | 2.218 |
| | 84435 | 4X6 BLACK MAT | W | | 2.56 |
| | 2650 | WET MOP | W | | 1.43 |
| | 2700 | TERRY TOWEL | W | | .137 |
| | 8020 | MICROFIBER TUBE MOP | W | | 2.332 |
| | | | | | |
| | | | | | |
| | | | | | |

*Indicated bundled items/services

- ☐ Initial and check box if Unilease. All Garments will be cleaned by customer
- ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
- ☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 0698 CUSTOMER:
Please Sign Name _____

By: Craig S. Blouin Please Print Name _____

Title: General Manager Please Print Title _____

Accepted-GM: [Signature] Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: 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.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, 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 documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

ADDENDUM A

SECTION A

| SOLD TO (ACCOUNT #) | OFFICE/ADDRESS |
|---------------------|--|
| 14191503 | COUNTY OF SB 1504 SOUTH GIFFORD AVE SB, CA 92415 |
| 14191339 | COUNTY OF SB 200 SOUTH LENA RD SB, CA 92415 |
| 14191365 | COUNTY OF SB 385 NORTH ARROWHEAD AVE SB, CA 92401 |
| 14190380 | COUNTY OF SB 777 WEST RIALTO AVE SB, CA 92415 |
| 14191367 | COUNTY OF SB 200 SOUTH LENA RD SB, CA 92415 |
| 14190449 | COUNTY OF SB INFORMATION SERVICES DEPT 670 EAST GILBERT ST SB, CA 92415 |
| 14191377 | COUNTY OF SB 200 SOUTH LENA RD SB, CA 92415 |
| 14191420 | COUNTY OF SB INFORMATION SERVICES DEPT 777 EAST RIALTO AVE SB, CA 92415 |
| 14191466 | COUNTY OF SB SB COUNTY INFO 670 EAST GILBERT ST SB, CA 92415 |

SECTION B

This addendum includes FR and High Visibility rider.



Addendum To Facilities Solutions Agreement Flame Resistant Garments

Cintas Corporation agrees to provide services to the agreed upon locations of County of San Bernardino as governed by the Facility Solutions Agreement entered into on April 1, 2020 by and between Cintas Corporation and County of San Bernardino. Both parties agree to the terms below.

- Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.
- Customer hereby agrees to defend and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
- In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Cintas Corporation

District bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. District acknowledges and understands that the garments alone do not ensure visibility of the wearer. District further acknowledges that Vendor is relying upon District to determine whether any garments need repair or replacement to maintain the required level of visibility. Vendor represents only that the uniforms supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. District acknowledges that Vendor has made no other representations, covenants or warranties, whether express or implied, related to the uniforms. Further, District hereby releases Vendor from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold Vendor harmless from any claims that result or might result from any such failure.

Craig S. Blouin
General Manager

A handwritten signature in blue ink, appearing to read "Craig S. Blouin", with a long horizontal flourish extending to the right.