



FACILITIES SOLUTIONS AGREEMENT

Location No. 12M - Coppell

Contract No. _____

Customer No. _____

Main Corporate Code → New CC 13218

Date: 5/13/2019

Phone: 972-548-4124

Customer/Participating Agency Collin County

Address 2300 Bloomdale Rd, Ste 3160

City: McKinney

State: TX Zip: 75071

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
Prices Noted in Exhibit A		

- This agreement is effective as of this date from 5/20/2019 to 7/20/2022, 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 \$ Exhibit A ea • Company Emblem \$ Exhibit A ea
- Customer Emblem \$ Exhibit A ea • Embroidery \$ Exhibit A ea
- COD Terms \$ Not applicable per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item NA % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item NA % of Inventory \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ Exhibit A 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 \$ 0.15 per garment.
- Seasonal Sleeve Change \$ 6.00 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 \$ Waived today
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employee's size changed within 4 weeks of installation, once garment fit has been verified and accepted.
- Other: Based on Omnia Partners / U.S. Communities Contract R-BB-19002

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
Prices Noted in Exhibit A					

Indicated bundled items/services

- Initial and check box if Unilease. All Garments will be cleaned by customer
- Initial and check box if receiving Linon 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: 12M - Coppell CUSTOMER: Michaelyn Keans 5/14/19
 By: Michaelyn Keans Please Sign Name
 Title: Governmental Regional Mgr Please Print Name Purchasing Agent
 Accepted-GM _____ Email _____

Omnia Partners / US Communities 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

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 as outlined in Exhibit C.
5. **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.
6. **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.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written request and receipt of an issued purchase order 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.
8. **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.
9. 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.
10. **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 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.
11. **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.
12. **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.
13. **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:
14. **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.

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.

15. Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any order placed/delivered/performed without a valid purchase order number.
16. Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251 Time for Payment by a Governmental Entity.
17. **Expenses for Enforcement** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
18. **Assignment:** The Company shall not assign, sell, transfer, or convey this agreement, in whole or in part, without the prior written consent of Collin County.
19. **Venue:** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
20. **Funding:** Funds for payment have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval. Notwithstanding the foregoing above.

Cintas Loc. No: 12M - Coppell CUSTOMER: Michaela Kain 5/24/19
By: Jenny Dresden Please Sign Name Michaela Kain
Title: Governmental Regional Mgr. Please Print Name Purchasing Agent
Accepted-GM: _____ Email _____

Cintas/Collin County Agreement - Exhibit A: Pricing				
Item	Item Number	Weekly Unit Pricing	Lost/Replacement Charge	
205/271	Women's Comfort Shirt	\$0.17	\$	17.00
259	Polo Shirt	\$0.23	\$	20.00
270	Men's Cargo Pants	\$0.33	\$	25.00
273	WOW Shirt	\$0.25	\$	23.00
275	Hi Performance Polo	\$0.34	\$	28.00
280	Carhartt FRC Five Pocket Jean	\$0.55	\$	49.00
330	100% Cotton Work Shirt	\$0.24	\$	18.00
340	100% Cotton Work Pants	\$0.34	\$	23.50
366	High Image Jacket	\$0.35	\$	45.00
374	Men's Oxford Shirt	\$0.25	\$	22.00
381	Carhartt 5-Pocket Jean	\$0.37	\$	27.00
382	Carhartt Carpenter Jean	\$0.37	\$	30.00
383	Carhartt Work Pant	\$0.42	\$	25.00
384	Carhartt Work Shirt	\$0.33	\$	25.00
390 / 395	Women's Comfort Pants	\$0.27	\$	21.00
865	Pleated Pants	\$0.27	\$	22.00
894	Dickie's Five Pocket Jean	\$0.36	\$	26.00
910	100% Cotton Coveralls	\$0.42	\$	41.00
912	Poly-Cotton Blend Coveralls	\$0.25	\$	30.00
935	Comfort-Flex Work Shirt	\$0.17	\$	15.00
945	Comfort-Flex Flat Front Pants	\$0.19	\$	18.00
970	Hip-Length Jacket	\$0.40	\$	31.00
59935	Enhanced-Vis Comfort Shirt	\$0.42	\$	30.00
65418	High-Vis ANSI Shirt	\$0.76	\$	53.00
66273	Women's WOW Shirt	\$0.25	\$	23.00
66275	Women's Hi Performance Polo	\$0.34	\$	28.00
66528	Women's Oxford Shirt	\$0.25	\$	22.00
843XX	3x5 Carpet Mat	\$2.07	\$	46.64
844XX	4x6 Carpet Mat	\$2.56	\$	72.54
840XX	3x10 Carpet Mat	\$3.04	\$	93.27
2160	Red Shop Towels	\$0.06	\$	0.46
28XX	Bib Apron	\$0.32	\$	3.96
2964	Green Stripe Towels	\$0.15	\$	1.00
3035	Grill Pads	\$0.06	\$	1.00
	Uniform Advantage	\$0.08		NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16		NA
	Emblem Advantage Program	\$0.09		NA
	Company Emblem (if not using Emblem Advantage)	\$3.00		NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.50		NA
	Preparation Advantage Program	\$0.05		NA
	Make-Up Charge (if not using Prep Advantage)	\$1.50		NA
	Delivery Fee	\$0.00		NA

*Draft Document Until Awarded
5/6/2019

Cintas / Collin County Agreement - Exhibit C: Buyback Items

Buybacks will not be enforced with this agreement, provided the garments utilized in the program are the Cintas item numbers located in Exhibit A, AND those garments do not require direct embroidery or emblems that do not conform to the standard emblem sizes and emblem placements used on the garments listed in Exhibit A. If customer elects to utilize an emblem of a non-standard size (circle-shaped, larger or smaller than standard emblems, etc.), elects to have the emblems on a non-standard location (shoulder, back, etc.), or elects to have the garments direct embroidered, those garments will be subject to a buyback at the replacement costs listed on Exhibit A.

*Draft Document Until Awarded

5/6/2019