



# CONTRACT COVER PAGE

Department

Vendor Name

Contract Description

Contract Value	Price Increase Year Over Year?	If Yes, Include the Increase Information Below:
<input type="text" value="\$12,932.92"/>	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="text"/>

Contract Term Length	Contract Start Date	Contract End Date
<input type="text" value="36 Months 42 months"/>	<input type="text" value="04/01/2023"/>	<input type="text" value="09/30/2026"/>

Department Director/Manager (Signature)

Printed Name  Date

Assistant to the City Manager (Signature)

DocuSigned by:

Printed Name  Date

Legal (Signature)

DocuSigned by:

Printed Name  Date

City Manager (Signature)\*If applicable

DocuSigned by:

Printed Name  Date

Complete and return form to [contracts@burlesontx.com](mailto:contracts@burlesontx.com)



- \_\_\_\_\_ Date Initial and check box if Unilease. All Garments will be cleaned by customer
- \_\_\_\_\_ Date Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.
- \_\_\_\_\_ Date 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.

DocuSigned by:

Cintas Loc. No: 0492

CUSTOMER:  
Please Sign Name

*Bryan Langley*

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By: Virginia Schabbing

Please Print Name

Bryan Langley

Title: GOV Major Account Manager

Please Print Title

City Manager

Accepted-GM: \_\_\_\_\_

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 - Additional Costs**

1. Costs associated with the emblems, preparation, size changes, excessive wear and tear, and sleeve switch out may be paid through one-time billing per the line item charges included in the agreement or by opting into the corresponding Advantage Programs.

**1.a. Prep Advantage - \$0.05 per piece:** *Prep Advantage covers all costs associated with garment preparation, including receiving and ID taping. The Customer or Company may cancel Prep Advantage at any time after six months from the date of installation.*

**1.b. Emblem Advantage - \$0.14 per shirt:** *Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.*

**1.c. Uniform Advantage - \$0.08 per piece:** *Uniform Advantage covers damaged garments needing replaced outside of normal wear and tear. Also covers costs relating to size changes and sleeve switch out. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.*

**1.d. Premium Uniform Advantage - \$0.15 per Fire Resistant or Hi-Visibility piece:** *Premium Uniform Advantage covers damaged garments needing replaced outside of normal wear and tear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time. Applies only to Fire Resistant or Hi-Visibility garments.*

2. Additional charges that could apply based on sizes considered premium as denoted below and non-standard will have the following costs billed weekly per piece.

**2.a. Size Premium is defined as shirts 2XL or greater, pant waist 42" or greater, and pant inseam 34" or greater - \$0.15 per piece.**

**2.b. Non-standard Special Cut Charge will apply to shirts or jackets requested with extra length in the body and or sleeve - \$0.15 per piece.**

Cintas Representative: Virginia Schabbing

Title: Major Account Manager

Signature:

Date: 3/20/2023

Bryan Langley

City Representative: \_\_\_\_\_

Title: City Manager  
DocuSigned by:

Signature:   
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Date: 4/7/2023