



FACILITIES SOLUTIONS AGREEMENT

Location No. 56M
 Contract No. R-BB-19002
 Customer No. All
 Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Kingsport Date 10/31/2023
 Phone (423) 378-2100

Address 415 Broad Street City Kingsport State TN Zip 37660

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	Work Shirt (Short or Long Sleeve)	.136
270	Cargo Pant (Men's)	.311
945	Work Pants	.157
970	Work Jacket	.388
383	Carhartt Dungaree Pants	.411
280/290	Carhartt Flame Resistant Jeans	.553
294	Carhartt Flame Resistant Shirts	.411
64356	Flame Resistant Jacket	.916
374	Oxford Shirts	.244

This agreement is effective as of this date from 4/1/2024 – 03/31/2027 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 \$ N/A ea • Company Emblem \$ N/A ea
- Customer Emblem \$ n/a ea • Embroidery \$ n/a ea
- COD Terms \$ n/a per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
- Automatic Lost Replacement Charge: Item n/a % of Inventory n/a \$ n/a Ea.
- Minimum Charge \$ 5 per delivery.
- Make-Up charge \$ N/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 \$.10 per garment.
- Seasonal Sleeve Change \$ n/a 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 \$ n/a
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Uniform Advantage .02, Prep Advantage .015, Emblem Advantage .015

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	10184	3x5 Scraper Mats	EOW	All	6.397
	9207	Sanis Bowl Clips	EOW	All	3.467
	2570	24" Dust Mops	EOW	All	.517
	2604	48" Dust Mops	EOW	All	.840
	8XXX	3x5 Mats	EOW	All	2.584
	8XXX	4x6 Mats	EOW	All	3.661
	8XXX	3x10 Mats	EOW	All	6.931

*Indicated bundled items/services

- _____ 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
Date customer. _____
- _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date 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.

CUSTOMER:

Cintas Loc. No: 56M Please Sign Name _____

By: Rob Nester Please Print Name _____

Title: Key Account Manager Please Print Title _____

Accepted-GM: _____ Email _____

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER

ATTORNEY

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 to Facilities Solution Agreement

Cintas Corporation agrees to provide services to the agreed upon location of the City of Kingsport as governed by the Facilities Solutions Agreement entered into on 10/31/2021 by and between Cintas Corporation and City of Kingsport. Both parties agree to the program changes below to the previous agreement dated 4/1/2021.

- Customer will receive no price increases through December 31, 2024.
- Customer is adding garment insurance (uniform advantage, prep advantage, and emblem advantage). This program covers the costs of damaged garments, preparation of new garments, and the cost of emblems. In return garment pricing was reduced by .05 per garment to cover the garment insurance cost (garment rates are listed on the Facilities Solution Agreement).
- Lost Garment Rates will change to \$10 for work shirts, work pants, cargo pants, and oxford shirts. Lost garment rates will change to \$20 for Carhartt Flame Resistant shirts or pants and work jackets.

Cintas Corporation

City of Kingsport

ATTEST:

APPROVED AS TO FORM:

CITY RECORDER _____

ATTORNEY _____