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# MEMO

APPROVED  
8/14/2023



DATE: August 9, 2023

FROM: Lisa L. Moore  
Assistant Procurement Director

A handwritten signature in black ink, appearing to read "Lisa L. Moore".

TO: Board of County Commissioners

SUBJECT: Agreement – Cintas

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners on behalf of the using Tulsa County Departments for rental of uniforms, mats, towels, facility items and all other services provided by Cintas governed by the Omnia Partners Cooperative agreement for a minimum of 36 months beginning March 1, 2023, with optional one-year term renewals as further described in the attached.

Respectfully submitted for your approval and execution.

LLM / dcc

SUBMITTED FOR: The August 14, 2023 BOCC meeting agenda.

CMF# 20231408



APPROVED
8/14/2023

UNIFORMS AND FACILITY SOLUTIONS AGREEMENT

Location No. 063 - Tulsa
Contract No.
Customer No.

Main Corporate Code -> New CC 13218

Customer/Participating Agency Tulsa Country
Address 500 South Denver
City Tulsa State OK Zip 74103
Date 7/28/2023
Phone 918-596-5027

UNIFORM PRODUCT RENTAL PRICING:

Table with 3 columns: Item #, Description, Unit Price. Row 1: All Cintas Garment Options Governed by the OMNIA Partners Cooperative Agreement.

- This agreement is effective as of the date of 8/1/2023, for a minimum of 36 months.
Name Emblem \$1.55 ea
Customer Emblem \$ cost ea
COD Terms \$ NA per week charge for prior service...
Automatic Lost Replacement Charge: Item % of Inventory \$ Ea.
Minimum Charge \$35.00 per delivery.
Make-Up charge \$ 1.53 per garment.
Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes...
Seasonal Sleeve Change \$ 10.00 per garment.
Under no circumstances will the Company accept textiles bearing free liquid.
Artwork Charge for Logo Mat \$150.00 if requested
Payment Terms Net 30
Service Charge: \$0.00 per week
Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples".
Other Pricing and terms per OMNIA Partners national account

CMF# 20231408

FACILITY SERVICES PRODUCTS PRICING:

Table with 6 columns: Bundle\*, Item #, Description, Rental Freq., Inventory, Unit Price. Row 1: Facility Items and All Other Services Provided by Cintas Governed by the OMNIA Partners Cooperative Agreement.

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

Cintas Loc. No: Loc63
By: Virginia Schabbing Please Print Name Kelly Dunkerley
Title: Major Account Manager Please Print Title Chairman
Accepted-GM: Email kdunkerley@tulsacounty.org
APPROVED AS TO FORM: (ASST. DIST. ATTORNEY)



## Omnia 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. **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 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.
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 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.
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:

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, not to exceed \$37,500.

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, not to exceed \$27,000.

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, not to exceed \$17,250.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service, not to exceed \$7,500.

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.

**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.

**ADDENDUM TO AGREEMENT**

Notwithstanding any foregoing provision to the contrary, the parties understand and agree the term of this agreement shall be until the next ensuing June 30. The parties agree and understand that while the County may seek renewal of this agreement at the end of the contract term such renewal cannot be automatic. The parties further agree that each party has the right to renew this agreement for a successive one year term or for such shorter term as the parties agree with any amendments thereto, but such renewal shall not be effective until the contract has been approved by the Board of County Commissioners of the County of Tulsa ("BOCC"). The parties further agree that the County shall not incur any penalty for a failure by the BOCC to renew or extend this agreement.

Notwithstanding any foregoing provision to the contrary, the parties understand and agree that all prior and contemporaneous oral and written agreements shall be construed under the laws of the State of Oklahoma (without regard to conflict-of-law principles) and that they consent to the jurisdiction and venue of the Federal and State Courts in Tulsa County, Oklahoma.

**Vendor**  
  
\_\_\_\_\_  
Title: \_\_\_\_\_ Date

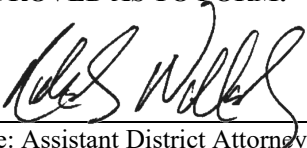
**Board of County Commissioners  
of the County of Tulsa, Oklahoma**

\_\_\_\_\_  
Title: Chairman Date

**ATTEST:**

\_\_\_\_\_  
Title: County Clerk Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Title: Assistant District Attorney Date

[SEAL]

# CINTAS

## SERVICE AGREEMENT ADDENDUM I

Cintas Corporation has agreed to service Tulsa County for the term of sixty (60) months. During this term, and after the initial one (1) year, Cintas may be granted four (4) successive options to renew this agreement for the term of twelve (12) months, based on mutual-agreement of the parties, each under the terms exercised in the Service Agreement, unless notified of cancellation by certified letter within thirty (30) days of any renewal.

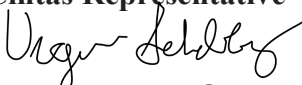
If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks multiplied by the minimum charge of \$750.00 = \$37,500.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks multiplied by the minimum charge of \$750.00 = \$27,000.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks multiplied by the minimum charge of \$750.00 = \$17,250.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks multiplied by the minimum charge of \$750.00 = \$7,500.

### Cintas Representative

  
Name: Virginia Schabbing

Title: Major Account Manager

Date: 8/4/2023

### Customer Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
ASST. DIST. ATTORNEY