

---

# MEMO

APPROVED  
3/20/2023



---

DATE: March 15, 2023  
FROM: Matney M. Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement - Cintas

A handwritten signature in black ink, appearing to read "Matney M. Ellis", with a long horizontal flourish extending to the right.

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.

MME / jdf

SUBMITTED FOR: The March 20, 2023 BOCC meeting agenda.

CMF# 20230381



APPROVED  
3/20/2023

UNIFORMS AND FACILITY SOLUTIONS AGREEMENT

Location No. 063 - Tulsa  
Contract No. \_\_\_\_\_  
Customer No. \_\_\_\_\_  
Main Corporate Code → **New CC 13218**

Date 2/22/2023  
Customer/Participating Agency Tulsa Country Phone 918-596-5027  
Address 500 South Denver City Tulsa State OK Zip 74103

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	All Cintas Garment Options Governed by the OMNIA Partners Cooperative Agreement	

- This agreement is effective as of the date of 3/1/2023, for a minimum of 36 months. The length of this rental agreement will commence with the actual uniform rental, no affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Schools (R-BB-19002), with any such changes taking 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) US Average.
- Name Emblem \$1.55 ea      • Company Emblem \$ 2.50 ea
- Customer Emblem \$ cost ea      • Embroidery \$ 4.95 ea
- COD Terms \$ NA 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 \$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, unusually short or long sleeve or length, etc.) premium \$ 0.15 per garment.
- Seasonal Sleeve Change \$ 10.00 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 \$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". A charge of \$ 10.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Pricing and terms per OMNIA Partners national account

CMI# 20230381

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		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  
Date \_\_\_\_\_
- Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control  
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.  
Date \_\_\_\_\_

Cintas Loc. No: Loc63 Please Sign Name [Signature]  
By: Virginia Schabbing Please Print Name Stan Sallee  
Title: Major Account Manager Please Print Title Chairman Pro Tem  
Accepted-GM: \_\_\_\_\_ Email ssallee@tulsacounty.org

## 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.



# 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: 3/2/2023

### Customer Representative

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

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

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

APPROVED AS TO FORM/ LEGALITY



ASSISTANT DISTRICT ATTORNEY

Andrew C. Mihelich

**APPROVED**  
By Andrew Mihelich at 1:12 pm, Mar 14, 2023