MEMO





DATE: September 25, 2024

FROM: Matney M. Ellis Procurement Director

TO: Board of County Commissioners

SUBJECT: Agreement – Cintas

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of using Tulsa County Departments for the 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 September 30, 2024, with optional one-year term renewals as further described in the attached.

Respectfully submitted for your approval and execution.

MME / llm

SUBMITTED FOR: The September 30, 2024 BOCC meeting agenda.

## **Workplace Solutions Cooperative Acceptance Agreement**



Location #:

Contract #:

Customer #:

Main Corporate Code → Omnia Nebraska Rental/FS MLA CC #13897 MLA Agreement #211011348

GPO CC	#13897 GPO Agreement #211011196		Date:
Customer/Participating Agency:		("Customer")	Phone:
Address:	City:	State:	Zip:

#### **UNIFORM PRODUCT RENTAL PRICING:**

ITEM #	DESCRIPTION			STANDA	RD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
				Tes Yes	□ No		
				🛛 Yes	D No		
				C Yes	D No		
				🛛 Yes	□ No		
				🛛 Yes	🛛 No		
				🛛 Yes	🛛 No		
						Space for additiona	l entries provided on page 5
This Workplace Solutions Cooperative Acception 60 months from the date of installation or re	otance Agreemer newal (the "Term	nt (this "Acceptano ").	ce Agreemen	ıt") is effec	tive as of th	ne date of exec	ution for a term of
Standard Name Emblem	\$	ea	Standard A	gency Emb	lem	\$	ea
Custom Agency Emblem	\$	ea	Embroidery	,		\$	ea
Uniform Advantage	ltem:					\$	ea per week
Premium Uniform Advantage	ltem:					\$	ea per week
Emblem Advantage	ltem:					\$	ea per week
Prep Advantage	ltem:					\$	ea per week
Minimum Charge	\$35 per delivery	or 50% of initial i	nvoice (the g	reater of t	ne two).		
Make-Up Charge	\$	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			sually	\$	per garment		
Under no circumstances will Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.					ills.		
Artwork Charge for Logo Mat \$							
Payment Terms: Net 30							
Size Change	Customer agrees or Cintas TruFit. within 4 weeks o	A charge of \$	es measured pe	by a Cinta: er garment	representa will be asse	ative using garn essed for emplo	nent "size samples" byee's size changed

#### Other

#### WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
			Space for additional	entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$ ea

	CHECKBOX	INITIALS	DATE
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 direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).			
Cintas Representative Initials:			Page 1 of 6

# PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

#### OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- 1. Participating Public Agencies: Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") 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 Cintas 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. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement #001299 as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
- 2. Dispute Resolution Arbitration and Class Waiver: This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
  - a. Arbitration Notice: Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH. EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
  - Arbitration Procedures: Any arbitration between Customer and Cintax will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
  - e. Fees: Arbitration fees will be assessed consistent with the AAA Rules.
  - d. No Class Actions in Arbitration or in Any Court, No Jury Trial: CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
  - e. Enforceability: If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
  - f. Severability: If any section or provision of this ¶ 2, Dispute Resolution Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- 3. Dispute Resolution Timing of invoice challenges: Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- 4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

#### **CINTAS GENERAL SERVICE TERMS SECTION**

- 1. Prices: Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop Charge shall supersede any conflicting or different term in the Master Agreement.
- 2. Buyback of Non-Standard Garments: Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Char(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the 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.
- 3. Garments' Lack of Flame Retardant or Acid Resistant Features: Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance 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 Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
- 4. 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 Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- 5. Adding Employees: Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas 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.
- 6. Emblem Guarantee: If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas 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.
  - In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance 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 Cintas and Customer and noted on the Master Agreement and / or outlined above.
- 7. Terminating Employees: Subject to the provisions of this Acceptance 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 Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
- 8. Replacement: In the event any merchandise is lost, stolen or is not returned to Cintas, 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.
- 9. Additional Customer Locations: Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.







- 10. Additional Items: Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance 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 Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
  - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
  - If this Acceptance Agreement is cancelled for convenience after thirty-six (36) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
  - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor: As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage: Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.
- 13. **Customer Type:** Customer must select the appropriate response below:
- Is Customer a United States federal government agency or instrumentality?
  - Yes No

(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

14. Customer Funding Source: Customer must select the appropriate response below:

Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

_			
	Yes	п	No

- (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
- 15. Additional Terms: Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

Yes, additional terms required

No additional terms needed

(If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

16. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature: Sallice
CintasRepSignature:	Print Name: Stan Sallee
Title:	Print Title: Chairman
Accepted-GM:	Email:
Cintas Enterprise Account: 🛛 Yes 🔲 No	Customer Contact:
Cintas Enterprise Partner Name:	Customer Contact Email:
Cintas Representative Initials: Customer Initials:	APPROVED AS TO FORM/ LEGALITY Assistant DISTRICT ATTORNEY Andrew C. Mihelich Andrew C. Mihelich Andrew C. Mihelich

## **Accounts Payable Contact** Billing Information



How should the Business Name read on the invoice?		
Do you have other sites/locations within your company that are set u	p for billing with Cintas?	
Are you Tax Exempt?  YES  NO If Yes, where can I get a co	ppy of your tax-exempt fo	rm?
PAYER INFORMATION: This section covers the address where the	person who pays the bills	is and their contact information.
Account Payable Contact Name:		
Account Payable Contact Phone #:		
Account Payable Email:		
Payer Street Address:		
City:	ST/PROV:	ZIP/PC:
We will use the Payer address above as the address that is used for c	redit reference/credit che	ck if it is different from service address.
BILL-TO INFORMATION: This section covers where the bill will be	mailed/sent to.	
Same as Payer OR Same as Sold-To		
Bill-To Street Address:		
City:	ST/PROV:	ZIP/PC:
WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYN	IENT PROCESSING	
Invoice Delivery (choose one): 🔲 Leave at Site and Email 🔲 Em	ail Only 🔲 Physically f	Vlail 🔲 Leave at site after service
Do invoices require a purchase order?	O If yes, please provide	PO#
Will the same PO need to appear on each invoice? <b>TYES N</b>	<b>D</b> Is there an expiration	date?
PAYMENT TERMS: Net 30 Standard		
PAYMENT OPTIONS		
Check		
□ ACH/EFT - We will have our ACH/EFT team contact the AP conta	ct above with ACH/EFT p	ayment details
Credit Card - We will have our Payment Center contact the AP C	ontact above for credit ca	rd details
Unless noted below, your AP contact above will be automatically Billing. myCintas allows you to conveniently access your account a		
Do not send information about Online Bill Pay (US Only)		
	<b>MS</b>	
Cintas Representative Initials: Customer Initials: -	51	Page 4 of 6

### UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1				
ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
		Yes No		
		Yes No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		Yes No		
		🛛 Yes 🔲 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🔲 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🛛 No		
		🛛 Yes 🔲 No		
		🛛 Yes 🔲 No		
		Yes No		
		🛛 Yes 🔲 No		
		🛛 Yes 🔲 No		
		Yes No		
		Yes No		
		Yes No		
		Yes No		
		Yes No		

## WORKPLACE SERVICES PRODUCTS PRICING (cont.):

tinued from page 1				
ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
	6			
	2			

V8



Material Group	Material Number	Material Desc.	New ON	INIA Pricing
ANCILLARY	X106	SERVICE CHARGE	\$	-
ANCILLARY	X1132	MINIMUM CHARGE	\$	35.00
ANCILLARY	X2	INSURANCE	\$	0.05
Apparel	X16001	JEAN/WRANGLER/COWBOY	\$	1.57
Apparel	X23270	MENS CMFORTFLX PRO CARGO PANT	\$	0.42
Apparel	X23273	MENS COMFORTFLEX PRO SHIRT	\$	0.32
Apparel	X259	MENS PROKNIT NG SHIRTS	\$	0.24
Apparel	X270	MENS CARGO PANTS	\$	0.39
Apparel	X273	CINTAS WRINKLEFREE SHIRT	\$	0.30
Apparel	X275	MENS SNAG RESISTANT MM POLO	\$	0.39
Apparel	X280	FR CARHARTT JEAN	\$	0.54
Apparel	X294	CARHARTT FR WORK SH	\$	0.47
Apparel	X330	MENS COTTON WORK SHIRT	\$	0.26
Apparel	X340	CINTAS COTTON PANT	\$	0.38
Apparel	X361	MENS SOFTSHELL JACKET	\$	1.42
Apparel	X370	MENS CARGO SHORT	\$	0.41
Apparel	X374	MENS DRESS OXFORD	\$	0.30
Apparel	X376	CARHARTT ACTIVE JACKET	\$	2.23
Apparel	X378	MENS TRADESMAN JACKET	\$	2.01
Apparel	X381	CARHARTT 5 PKT JN	\$	0.44
Apparel	X382	CARHARTT CARP JN	\$	0.60
Apparel	X386	CARHARTT RUGGED FLEX PANT	\$	0.60
Apparel	X59925	MENS UNISEX LAB COAT	\$	0.30
Apparel	X65418	MENS HIVIS SHRT CLASS 3 TYPE R	\$	0.72
Apparel	X677	CINTAS QUILTED BOMBER JACKET	\$	1.09
Apparel	X75293	MENS PERFORMANCE T SHIRT	\$	0.51
Apparel	X78169	8.5 OZ WELDING SHIRT	\$	3.91
Apparel	X80501	WRK JCKT HV YELL REF	\$	2.23
Apparel	X865	MENS PLEATED UNIFORM SLACKS	\$ \$	0.48
Apparel	X872	LINER FOR 974 JCKT	\$	0.60
Apparel	X894	MENS DENIM JEANS	\$	0.80
Apparel	X912	MENS COVERALLS	\$	0.27
Apparel	X935	CINTAS COMFORT MENS SHIRT	\$	0.18
Apparel	X945	MENS COMFORT PANT WORK PANTS	\$	0.21
Apparel	X970	CINTAS TRADESMAN JACKET	\$	0.48
DCTRIM	XDECUSTOMP	DIRECT EMBROIDERY (CUSTOM)-P	NA	
DCTRIM	XLXEMB	LOOMED EMBLEMS (ACCEPT SCRIPT)	\$	2.00
DCTRIM	XNAMEEMB	BLANK EMBLEMS (NAME)	\$	1.00
Facility Services	X10184	3X5 ACTIVE SCRAPER	\$	3.80
Facility Services	X10186	4X6 ACTIVE SCRAPER	\$	4.28
Facility Services	X10189	3X5 XTRAC MAT ONYX	\$	8.55
Facility Services	X10196	3X5 TRAFFIC MAT	\$	2.41
Facility Services	X10197	4X6 TRAFFIC MAT	\$	6.35
Facility Services	X10198	3X10 TRAFFIC MAT	\$	8.35
Facility Services	X10223	3X5 XTRAC MAT INGO	\$	7.23
Facility Services	X10224	4X6 XTRAC MAT INGO	\$	8.24
Facility Services	X10225	3X10 XTRAC MAT INGO	\$ ¢	9.27
Facility Services	X1919	2X3 WELLNESS AF MAT ONYX	\$	2.82
Facility Services	X1932	3X4 HAND SANITIZE MSG MAT	\$ ¢	5.00
Facility Services	X1946	24" MOP FRAME	\$ ¢	-
Facility Services	X1947	36" MOP FRAME	\$ \$ \$	-
Facility Services	X1948		ው ወ	-
Facility Services	X20007		ծ \$	-
Facility Services	X20008	SIG AUTOPAPR BLK ALU	Φ	-

Facility Services	X20023	SIG HRDWND WHT LRG	\$	9.19
Facility Services	X2160	SM SHOP TWL-RED	\$	0.11
Facility Services	X2161	SM SHOP TWL-WHT	\$	0.20
Facility Services	X2166	NEW WHITE SHOP TOWEL	\$	0.19
Facility Services	X2174	LG INK TOWEL	\$	0.28
Facility Services	X2477	3X5 SCRAPER MAT	\$	2.46
Facility Services	X2570	24" DUST MOP	\$ \$ \$	1.00
Facility Services	X2590	36" DUST MOP	\$	1.18
Facility Services	X2604	48" DUST MOP	\$	1.56
Facility Services	X2650	WET MOP LARGE	\$	1.72
Facility Services	X2700	TERRY TOWEL	\$	0.13
Facility Services	X27013	SIG AIR DSP ALU	\$	-
Facility Services	X27015	SIG AIR CVR RED	\$	-
Facility Services	X27017	SIG AIR CVR STGRY	\$	-
Facility Services	X27018	SIG AIR CVR BLACK	\$	-
Facility Services	X27026	SIG AIR SVC	\$	4.00
Facility Services	X27029	SIG AIR RFL CITRUS	\$	-
Facility Services	X27045	SIG AUTOSOAP DSP ALU	\$	-
Facility Services	X27049	SIG AUTOSOAP CVR GRY	\$	-
Facility Services	X27050	SIG AUTOSOAP CVR BLK	\$	-
Facility Services	X27069	SIG SOAP SVC	\$	2.04
Facility Services	X27070	SIG SOAP RFL FOAM	\$	-
Facility Services	X27071	SIG DUALTP DSP ALU	\$	-
Facility Services	X27076	SIG DUALTP CVR BLACK	\$	-
Facility Services	X27083	SIG DUALTP RFL PAPER	\$	16.71
Facility Services	X27097	SIG TRASHCAN DSP ALU	\$	-
Facility Services	X27102	SIG TRASHCAN CVR BLK	\$	-
Facility Services	X2873	BIB APRON-BLACK	\$	0.17
Facility Services	X2964	STRIPE SWIPE TOWEL	\$	0.15
Facility Services	X6680	DISP URINAL MAT SVC	\$	1.85
Facility Services	X6789	DISP COMMODE MAT SVC	\$	1.75
Facility Services	X6913	24OZ SYNTH WET MOP	\$	1.81
Facility Services	X6922	WOOD WET MOP HANDLE	\$	-
Facility Services	X6924	WOOD DUST MOP HANDLE	\$	-
Facility Services	X7463	DISP COMMODE MAT RFL	\$	2.00
Facility Services	X7464	DISP URINAL MAT RFL	\$	2.00
Facility Services	X7540	GREY MICROFIBER WIPE	\$	0.28
Facility Services	X7717	WHITE MICROFIBR WIPE	\$	0.35
Facility Services	X8020	MICRFBR TUBE MOP	\$	2.65
Facility Services	X8065	SIZE EXCHANGE CHARGE	\$	5.00
Facility Services	X8071	SIG SANT ALC FM RFL	\$	2.16
Facility Services	X8072	SIG SANT SVC	\$	2.16
Facility Services	X84035	3X10 BLACK MAT	\$	3.38
Facility Services	X84301	3X5 LOGO MAT	\$	7.50
Facility Services	X84401	4X6 LOGO MAT	\$	9.18
Facility Services	X84435	4X6 BLACK MAT	\$	2.19
Facility Services	X8770	MAT ADVANTAGE	\$	1.03
Facility Services	X9207	SANIS BOWL CLIP SVC	\$	1.46
Facility Services	X9208	SANIS BOWL CLIP RFL	\$	-
Facility Services	X9210	URINAL SCREEN SVC	\$	1.60
Facility Services	X9215	URINAL SCREEN RFL		-
Facility Services	X9314	HVY DTY SCRUB SVC	\$	2.29
Facility Services	X9315	HD SHELL SHOCK 1000ML	ŝ	2.29
Facility Services	X9352	SANIS SCNTCLIP SPAPL	\$ \$ \$ \$	-
Facility Services	X9355	SANIS SCNTCLIP CITRS	\$ \$	_
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### ADDENDUM TO AGREEMENT

Cintas Corporation has agreed to service <u>Tulsa County</u> for the term of thirty-six (36) months. During this term, and after the initial one (1) year, Cintas may be granted two (2) 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.

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.

Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement "Workplace Solutions" #001299 with Lead Public Agency The University of Nebraska 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.

**Cintas Representative** Ving Schill

Name: Virginia Schabbing Title: Major Account Manager Date: <u>9/25/2024</u>

**Customer Representative** 

Name

Title: Chairman

9/30/2024 Date:

APPROVED AS TO FORM/ LEGALITY andren Athelist

ASSISTANT DISTRICT ATTORNEY Andrew C. Mihelich

Attest:\_

Michael Willis, County Clerk