



**FACILITIES SOLUTIONS AGREEMENT**

Location No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **New CC 13218**

Date 5-10-2022

Customer/Participating Agency City Of Rocklin Phone 916-625-5504

Address 4081 ALVIS CT City Rocklin State CA Zip 95677-4012

**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price
X935	Comfort Shirt	\$0.185
X330	Cotton Work Shirt	\$0.271
X945	Comfort Pant	\$0.206
X381	Carhartt 5 PKT JN	\$0.402
X65386	LM/YW Shirt CL-2 Long Sleeve	\$0.891
X270	Cargo Pant	\$0.358
X383	Carhartt Pant	\$0.456
X394	Cintas Jean	\$0.315
X382	Carhartt Carp JN	\$0.402

- This agreement is effective as of this date from \_\_\_\_\_ to \_\_\_\_\_. 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 \$ 1.50 ea • Company Emblem \$ 2.50 ea
- Customer Emblem \$ 3.50 ea • Embroidery \$ 4 ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item X2160 % of Inventory 4 \$ 0.65 Ea.
- Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
- Minimum Charge \$ 35 per delivery.
- Make-Up charge \$ 1.545 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 \$ 0.155 per garment.
- Seasonal Sleeve Change \$ 5 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 \$ \_\_\_\_\_
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other \_\_\_\_\_

**FACILITY SERVICES PRODUCTS PRICING:**

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
4	X2160	Red Shop Towel	Weekly	200	\$0.12
NA	X2160	Red Shop Towel L/R	Weekly	8	\$0.65

NA	X85302	Safety Mat 3x5	Weekly	1	\$4.28
NA	X0002	Uniform Advantage	Weekly		\$0.12
NA	X0014	Emblem Advantage	Weekly		\$0.09
NA	X7074	Prep Advantage	Weekly		\$0.06

- \*Indicated bundled items/services  
 \_\_\_\_\_ Initial and check box if Unlease. 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: \_\_\_\_\_ 0622 \_\_\_\_\_ Please Sign Name \_\_\_\_\_

By: \_\_\_\_\_ Garrett Hamilton \_\_\_\_\_ Please Print Name \_\_\_\_\_

Title: \_\_\_\_\_ Service Manager \_\_\_\_\_ Please Print Title \_\_\_\_\_

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.



Service Program For: **CITY OF ROCKLIN**

**CINTAS SERVICE PROGRAM OVERVIEW:**

1. No up-front investment
2. Soiled garments scanned on-site; soiled item pickup details printed on-site for your review (TruCount)
3. Garments laundered according to CDC guidelines
4. Garments inspected every cleaning and repaired and/or replaced as needed
5. Prior to delivery, garments are scanned at our facility to ensure 100% return rate
6. Any discrepancy is ordered from our local stockroom or from our exclusive in-state distribution center (Fort Worth)
7. Printed delivery documentation is reviewed with local contact at each delivery (TruCount)
8. Program is flexible for your changing needs

**WHY CHOOSE CINTAS:**

1. Quality products - construction & condition
2. Personable, dependable Service Representative
3. Nationally recognized service provider
4. Comprehensive product line
5. Absolute service guarantee
6. Rapid response for special requests
7. Custom & logo capabilities
8. On-site inventory control

Parks				
Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935 LS	21	\$0.185	1	\$ 3.89
Comfort Shirt X935 SS	56	\$0.185	1	\$ 10.36
Cotton Work Shirt X330	22	\$0.271	1	\$ 5.96
Cargo Pant X270	39	\$0.358	1	\$ 13.96
Carhartt Pant X383	21	\$0.456	1	\$ 9.58
Cintas Jean X394	11	\$0.315	1	\$ 3.47
Carhartt Carp JN X382	17	\$0.402	1	\$ 6.83
Comfort Pant X945	11	\$0.206	1	\$ 2.27
				\$ -
PA=Prep Advantage (Optional)	198	\$ 0.06	1	\$ 11.88
EA=Emblem Advantage (Optional)	99	\$ 0.09	1	\$ 8.91
			<b>Weekly</b>	<b>\$ 77.10</b>

Landscape				
Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	77	\$0.891	1	\$ 68.61
Carhart 5 PKT JN X381	77	\$0.402	1	\$ 30.95
				\$ -
PA=Prep Advantage (Optional)	154	\$0.060	1	\$ 9.24
EA=Emblem Advantage (Optional)	77	\$0.090	1	\$ 6.93
			<b>Weekly</b>	<b>\$ 115.73</b>

Street				
Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	66	\$0.891	1	\$ 58.81
Carhartt Carp JN X382	66	\$0.402	1	\$ 26.53
				\$ -
				\$ -
PA=Prep Advantage (Optional)	132	\$0.060	1	\$ 7.92
EA=Emblem Advantage (Optional)	66	\$0.090	1	\$ 5.94
			<b>Weekly</b>	<b>\$ 99.20</b>

Facility Services Products				
Item	Inventory	Unit Cost	# of Employees	Total
2160 Red Shop Rags	200	\$ 0.12	1	\$ 24.00
2160 LR	8	\$ 0.65	1	\$ 5.20
3X5 Safety Mat	1	\$ 4.83	1	\$ 4.83
			<b>Weekly</b>	<b>\$ 34.03</b>

Item	Unit	Unit Cost	Notes	Total
Make-Up ID Tape	Each	\$ 1.53		
Name Emblem	Each	\$ 1.53		
City Emblem	Each	\$ 3.01		

Traffic				
Item	Inventory	Unit Cost	# of Employees	Total
Lm/Yw Shirt CL-2 X65386 LS	44	\$0.891	1	\$ 39.20
Carhart 5 PKT JN	44	\$0.402	1	\$ 17.69
				\$ -
PA=Prep Advantage (Optional)	88	\$0.060	1	\$ 5.28
EA=Emblem Advantage (Optional)	44	\$0.090	1	\$ 3.96
			<b>Weekly</b>	<b>\$ 66.13</b>

Fleet				
Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935	44	\$0.185	1	\$ 8.14
Cintas Confort Pant X945	44	\$0.206	1	\$ 9.06
				\$ -
				\$ -
PA=Prep Advantage (Optional)	88	\$0.060	1	\$ 5.28
EA=Emblem Advantage (Optional)	44	\$0.090	1	\$ 3.96
			<b>Weekly</b>	<b>\$ 26.44</b>

Facilities				
Item	Inventory	Unit Cost	# of Employees	Total
Comfort Shirt X935	66	\$0.185	1	\$ 12.21
Carhart 5 PKT JN X381	44	\$0.402	1	\$ 17.69
Comfort Pant X945	22	\$0.206	1	\$ 4.53
				\$ -
				\$ -
PA=Prep Advantage (Optional)	132	\$0.060	1	\$ 7.92
EA=Emblem Advantage (Optional)	66	\$0.090	1	\$ 5.94
			<b>Weekly</b>	<b>\$ 48.29</b>

TOTAL INVESTMENT	
Parks	\$ 77.10
Traffic	\$ 66.13
Landscape	\$ 115.73
Fleet	\$ 26.44
Streets	\$ 99.20
Facilities	\$ 48.29
Facility Services	\$ 34.03
Service Charge	\$ -
<b>Weekly Total</b>	<b>\$466.92</b>

<b>BUDGETING:</b>	Weekly	\$ 466.92
	Yearly	\$ 24,280.00
	Contract Years	3
	<b>Total Contract</b>	<b>\$ 72,839.99</b>

Program includes ALL charges for name emblems, company emblems, ID barcode tapes, size changes, startup costs for added employee, and charges for garments destroyed/stained/damaged by employee.

Prepared by: Amanda Smith - Regional Government Manager  
 OMNIA Contract Number: R-BB-19002

# Attachment to Cintas Facilities Solutions Agreement

## CITY OF ROCKLIN INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

### A. MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. **Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary with coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, or volunteers, and shall be in excess of the Contractor's insurance and shall not contribute to it.

3. **Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. **Waiver of Subrogation.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement



that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

6. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

7. **Claims Made Policies.** If any of the required policies provide coverage on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. **Verification of Coverage.** Contractor shall furnish the City with original Certificate of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. **Subcontractors.** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

10. **Special Risks or Circumstances.** City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.