



FACILITIES SOLUTIONS AGREEMENT

Location No. 0086

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Customer/Participating Agency City of Killeen Date 5/1/2023
Phone 254-501-7729

Address 101 N. College Street (see Exhibit B) City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	
	All Products and Services Governed by OMNIA Cooperative Pricing	

- This agreement will amend the contract terms that were initially agreed to in the previously amended contract signed January 20, 2021 between Citnas Corporation and the City of Killeen, TX.
- This agreement is effective as of this date of execution _____ and terminates October 21, 2027. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for 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
- Customer Emblem \$2.50 _____ ea
- COD Terms \$ _____ 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 \$2.50 _____ 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 \$2.50 _____ 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 \$ _____
- Company Emblem \$2.00 _____ ea
- Embroidery \$5.00 _____ ea
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ 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
		See Exhibit A attached			
		All Products and Services Governed by OMNIA Cooperative Pricing			

*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.

Cintas Loc. No: 0086 CUSTOMER:
Please Sign Name _____

By: Virginia Schabbing  Please Print Name _____

Title: GOV Major Account 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.

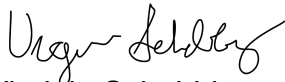
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

APPENDIX A

Item #	Description	Unit pricing
205	WOMENS SHIRT PKT	\$ 0.185
259	PRO KNIT NG	\$ 0.250
268	T SHIRT PRO KNIT	\$ 0.185
270	CARGO PANT	\$ 0.358
273	HIGH IMAGE WORKSHIRT	\$ 0.271
275	HI PERFORMANCE POLO	\$ 0.369
280	CARHARTT FR JEAN	\$ 0.597
290	CARHARTT FR CARP JN	\$ 0.597
294	CARHARTT FR WORK SH	\$ 0.456
330	COTTON WORK SHIRT	\$ 0.271
340	COTTON WORK PANTS	\$ 0.369
366	HIGH IMAGE JKT	\$ 0.380
370	CARGO SHORTS	\$ 0.337
371	FR CARHARTT WORK PNT	\$ 0.456
374	CINTAS OXFORD	\$ 0.271
381	CARHARTT 5 PKT JN	\$ 0.402
382	CARHARTT CARP JN	\$ 0.402
383	CARHARTT PANT	\$ 0.456
384	CARHARTT SHIRT	\$ 0.358
390	WOMENS PANT SUSAN	\$ 0.293
391	CARHARTT FR CVRL	\$ 0.956
394	CINTAS DENIM JEAN	\$ 0.315
395	WOMENS PANT CATHY	\$ 0.293
833	FOOD PROC SHIRT	\$ 0.185
865	PLEATED PANT	\$ 0.293
912	COVERALL	\$ 0.271
925	LAB COAT	\$ 0.261
935	COMFORT SHIRT	\$ 0.185
945	COMFORT PANT	\$ 0.206
970	HIP LENGTH JKT	\$ 0.434
66273	WOM HI IMAGE WORK SH	\$ 0.271
66275	POLO WMNS POLY SS	\$ 0.369
67627	V-NECK BIB APRON	\$ 0.445
71125	CHEF PANTS	\$ 0.374
82497	BUTCHER COAT	\$ 0.271
82670	CHEF COAT	\$ 0.261
175	VEST	\$ 0.396
271	WOMENS SHIRT POCKETS	\$ 0.246
278	Carhartt Tshirt	\$ 0.544
297	Carhartt FR Tshirt	\$ 0.687
298	Women's POLO SHIRTS	\$ 0.319
299	PREMIUM PRO-KNIT POLO SHIRTS	\$ 0.332

344	CARHARTT FR CARGO PT	\$	0.496
347	CARHARTT FR SHIRT	\$	0.406
360	WINDSHIRT	\$	0.789
376	CARHARTT ACTIVE JACKET	\$	1.188
380	SUSAN CARGO SHORT	\$	0.357
385	CATHY CARGO SHORT	\$	0.357
386	CARHARTT JEAN STRETCH DENIM	\$	0.512
387	CARHARTT FR FTHWT CO	\$	1.246
388	SUSAN CARGO PANT	\$	0.376
389	CATHY CARGO PANT	\$	0.376
392	CARHARTT FR FTHWT SH	\$	0.492
393	CARHARTT JEANS WOMEN	\$	0.492
396	CARHARTT WORK SHIRT	\$	0.449
656	NOMEX SHIRT	\$	0.377
675	COLLARLESS BLOUSE W GRIPPERS	\$	0.212
737	NOMEX COVERALL	\$	0.821
746	NOMEX PANT	\$	0.550
894	JEANS	\$	0.392
910	COTTON COVERALL	\$	0.559
926	LAPEL COAT	\$	0.431
7158	88/12 AC SHIRT	\$	0.531
7733	FR BLENDED SHIRT	\$	0.439
8066	FR POLO KNIT SHIRT	\$	0.830
8723	FR BLENDED COVERALL	\$	1.004
8803	FR BLENDED PANT	\$	0.496
9585	FR JK W/EVIS#JLJ8NV	\$	1.255
9632	NOMEX FR LABCOAT CUFF	\$	1.086
59294	FR SHRT/CRHRT ANSI 3	\$	1.178
59330	ENHANCE-VIS COTTON SHIRT	\$	0.688
59340	ENHANC-VIS COTTON PANT	\$	0.661
59387	FRC CVRL CARHARTT	\$	0.902
59392	FR SHIRT CARHARTT W E-VIS	\$	0.461
59912	ENHANCE-VIS COVERALL	\$	1.147
59935	VIS COMFORT SHIRT	\$	0.459
59945	VIS COMFORT PANT	\$	0.532
59970	ENHANC-VIS PERMA LINED JACKET	\$	0.917
60078	MODACRY JK LINER	\$	0.724
60079	FR CTN BLEND SH W/RF	\$	0.917
60607	FR SH 7OZ 88C/12N LS	\$	0.520
60659	FR FOOD PROC SHIRT	\$	0.531
60680	FR 100% COTTON SHIRT	\$	0.507
60694	FR CTN/BLEND WORK SH	\$	0.406
60698	NOMEX BLEND SHIRT	\$	0.425
60975	SCRUB TOP	\$	0.367
60976	SCRUB BOTTOM	\$	0.550
61286	88/12 ORANGE SH W/RF	\$	0.633
61356	FR JACKET #JLJ8NV	\$	1.014

63680	CARHARTT FR E-VIS SH	\$	0.599
63685	PANT/FR/EVIS/CRHT/M/	\$	0.502
63686	CVRL/FR/CARHARTT/EVI	\$	1.130
64303	FR CTN BLEND PT W/RF	\$	0.599
64307	FR BLEND CVRL W/REFL	\$	1.422
64308	FR BLEND SH W/REFL	\$	0.695
64356	FR JK LINER #LLL2NV	\$	0.966
65386	LIME YELLOW CLASS 2 WORK SHIRT LS	\$	0.891
65386	LIME YELLOW CLASS 2 WORK SHIRT SS	\$	0.766
65418	LIME YELLOW CLASS 3 WORK SHIRT LS	\$	0.863
65418	LIME YELLOW CLASS 3 WORK SHIRT SS	\$	0.821
65777	ULTRASOFT WORK JACKET	\$	0.945
65858	ULTRASOFT JACKET LINER	\$	1.339
66528	WOMENS OXFORD	\$	0.321
69526	LIME YELLOW SS CLASS 2 T-SHIRT	\$	0.612
69690	LIME YELLOW T-SHIRT - NON-COMPLIANT	\$	0.202
69692	LIME YELLOW LS CLASS 2 T-SHIRT	\$	0.796
70609	FR PT 9OZ 88C/12N	\$	0.491
70640	FR 100% COTTON PANT	\$	0.512
70644	FR CTN/BLEND WORK SH	\$	0.406
70681	FR DENIM JEAN	\$	0.531
73478	CARHARTT FR FTHWT PT	\$	0.531
74533	CARHARTT PANT STRETCH RIPSTOP	\$	0.477
80308	FR BOMBER JACKET	\$	1.255
80309	FR VEST LINER	\$	0.676
80501	LIME YELLOW CLASS 2 JACKET	\$	1.352
82302	INDURA ULTRASOFT COVERALL	\$	0.706
82351	FR 100% COTTON CVRL	\$	0.995
82496	POLYESTER BUTCHER COAT	\$	0.260
82517	KNIT CUFF COAT	\$	0.289



Virginia Schabbing
Major Account Manager