



FACILITIES SOLUTIONS AGREEMENT

Location No. 86 - Austin
 Contract No. _____
 Customer No. _____
 Main Corporate Code → 50716
 Date 12/14/2018

Customer/Participating Agency City of Killeen Phone 254-501-7600
 Address 101 N. College Street City Killeen State TX Zip 76541

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Exhibit A attached	

- This agreement is effective as of this date 12/14/2018, for a term of 3 years, with the option to renew two additional 1 year periods. 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 Harford County Public Schools, 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 City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem \$ Exhibit A ea
- Customer Emblem \$ Exhibit A ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- 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 \$ Exhibit A 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 \$ Exhibit A per garment.
- Seasonal Sleeve Change \$ 12.00 if applicable 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. Shop Towel container: \$ NA per week
- Artwork Charge for Logo Mat \$ 150.00 if requested
- Uniform Storage Lockers: \$ Exhibit A ea/week, Laundry Lock-up: \$ Exhibit A ea/week, Shipping: \$ NA
- Service Charge: \$ 0.00 per week
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 12.00 per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Exhibit A attached			

*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 customer.

☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments with 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. 86 - AustinBy: [Signature]Title: Governmental Regional Manager

Accepted-GM: _____

CUSTOMER: [Signature]

Please Sign Name _____

Please Print Name Ronald L. OlsonPlease Print Title City ManagerEmail lluciano@killeentexas.gov

US Communities 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 Harford 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 www.uscommunities.org

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 **Flame Resistant Garments** Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty, or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabrics selected by Customer as compared to other available fabrics or fabrics which may become available in the future. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death. Customer hereby agrees to defend and hold harmless Company to the fullest extent permitted by law, from any claims and damages arising out of or associated with this agreement, including any failure of the garments to function as flame resistant. Further, Customer releases Company from any and all liability that results or may result from the failure of the garment to function as flame resistant.
- 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 liquidated damages 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 liquidated damages 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 liquidated damages 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 liquidated damages equal to 23 weeks of rental service.
If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages 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.
- 14 **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.
- 15 **Enhanced-Visibility or High-Visibility Garments:** Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties, whether express or implied, related to the garments. Further, Customer hereby releases Company from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards, and further agrees to defend, indemnify to the fullest extent permitted by law, and hold the Company harmless from any claims that result or might result from such failure.

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.19	\$ 17.00
259	Polo Shirt	\$0.27	\$ 20.47
270	Men's Cargo Pants	\$0.33	\$ 27.46
273	WOW Shirt	\$0.28	\$ 32.26
275	Hi Performance Polo	\$0.38	\$ 41.33
280	Carhartt FRC Five Pocket Jean	\$0.71	\$ 55.00
291	Carhartt FRC Coverall	\$1.12	\$ 120.00
330	100% Cotton Work Shirt	\$0.24	\$ 17.62
340	100% Cotton Work Pants	\$0.35	\$ 24.61
374	Men's Oxford Shirt	\$0.25	\$ 21.76
382	Carhartt Carpenter Jean	\$0.47	\$ 30.05
383	Carhartt Work Pant	\$0.47	\$ 26.94
384	Carhartt Work Shirt	\$0.41	\$ 24.87
390 / 395	Women's Comfort Pants	\$0.28	\$ 21.76
677	Permalined Jacket	\$0.44	\$ 32.13
865	Pleated Pants	\$0.28	\$ 22.80
894	Dickie's Five Pocket Jean	\$0.47	\$ 26.94
910	100% Cotton Coveralls	\$0.42	\$ 41.97
912	Poly-Cotton Blend Coveralls	\$0.31	\$ 30.57
935	Comfort-Flex Work Shirt	\$0.18	\$ 15.55
945	Comfort-Flex Flat Front Pants	\$0.21	\$ 18.39
970	Hip-Length Jacket	\$0.42	\$ 30.57
59935	Enhanced-Vis Comfort Shirt	\$0.55	\$ 30.60
65418	High-Vis ANSI Shirt	\$0.92	\$ 53.10
66273	Shirt	\$0.28	\$ 32.26
66275	Women's High Performance	\$0.38	\$ 41.33
66528	Women's Oxford Shirt	\$0.23	\$ 22.07
	Soiled Hamper	\$0.00	
	Lockers	\$3.63	
843XX	3x5 Carpet Mat	\$2.07	\$ 46.64
844XX	4x6 Carpet Mat	\$2.52	\$ 72.54
840XX	3x10 Carpet Mat	\$3.04	\$ 93.27
2570	24" Dust Mop	\$0.82	\$ 10.36
2590	36" Dust Mop	\$0.98	\$ 10.36
2604	48" Dust Mop	\$1.29	\$ 12.46
2650	Wet Mop	\$1.43	\$ 10.36
	Uniform Advantage	\$0.08	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.16	NA
	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA

Cintas/City of Killeen Agreement - Exhibit A

Item	Item Number	Rental Unit Pricing	Lost/Replacement Charge
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	Emblem Advantage Program	\$0.09	NA
	Company Emblem (if not using Emblem Advantage)	\$3.00	NA
	Employee Name Emblem (if not using Emblem Advantage)	\$1.55	NA
	Preparation Advantage Program	\$0.05	NA
	Make-Up Charge (if not using Prep Advantage)	\$1.55	NA
	Delivery Fee	\$0.00	NA



U.S. COMMUNITIES®
GOVERNMENT PURCHASING ALLIANCE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement ("Agreement") is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, "Lead Public Agencies") to be appended and made a part hereof and other government agencies ("Participating Public Agencies") that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a "Contract Supplier") have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein "Products and Services");

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party's procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies' procurement of Products and Services
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accordance with the applicable laws and venue rules of the State of purchase.
6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any fashion for any violation by a Participating Public Agency, and the Participating Public Agency shall be responsible for its own conduct to the extent permitted by law.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.