

Facilities Solutions Agreement



Location #: 0063
 Contract #:
 Customer #:
 Main Corporate Code → **New CC 13218**
 Customer/Participating Agency: Muskogee County District 1
 Address: 3000 North Street

Date: 7/19/2023
 Phone: 918-682-4511
 City: Muskogee State: OK Zip: 74402

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	UNIT PRICE
396	Carhartt Rugged Flex Work Shirt	.41
386	Carhartt Rugged Flex Jean	.42
74533	Carhartt Rugged Flex Work Pant	.42
378	Carhartt Tradesman Jacket	1.00

Space for additional entries provided on page 4

This agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.					
Standard Name Emblem	\$ 1.50	ea	Standard Agency Emblem	\$ 2.50	ea
Custom Agency Emblem	\$ 3.95	ea	Embroidery	\$ 4.95	ea
Uniform Advantage	Item: 396, 386, 74533, 378			\$.08	ea per week
Premium Uniform Advantage	Item: NA			\$.16	ea per week
Emblem Advantage	Item: 396, 378			\$.06	ea per week
Prep Advantage	Item: 396, 386, 74533, 378			\$.05	ea per week
Minimum Charge	\$35 per delivery				
Make-up Charge	\$ 1.50	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			\$.15	per garment	
Seasonal Sleeve Change	\$ 6.00	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	\$ 0.00				
Payment Terms: 2% Discount Net 15, Standard terms are Net 30					
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					

FACILITY SERVICES PRODUCT PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
84435	4x6 Mat	W	1	5.00
7190	Urinal Screen SVC	W	2	1.00
9314	Heavy Duty Soap SVC	W	1	5.00

Space for additional entries provided on page 4

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.	<input type="checkbox"/>		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	<input type="checkbox"/>		
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.	<input type="checkbox"/>		

Cintas Representative Initials: _____ Customer Initials: BW

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. **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.
6. **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.
7. **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.
8. **FRC Warranty.** Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.
9. **High Visibility Garments.** For 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. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. 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.
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, ility, 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.
15. 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 #: Tulsa 0063

By: John Wrenn

Title: Sales Representative

Accepted-GM: Matt Blanton

Cintas Enterprise Account Yes No

Cintas MAM Partners:

Customer Signature: Brian DeShazo

Print Name: Brian DeShazo

Print Title: Deputy Commissioner

Email: deputy.mcd1@gmail.com

Customer Contact: 918-682-4511

Customer Contact Email: muskogee county district 1 @ Suddenlink.net

Cintas Representative Initials:

Customer Initials: BW

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? Muskogee County District 1

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? will attach copy

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Crystal Vickrey

Account Payable Contact Phone #: 918-682-4511

Account Payable Email: muskogeecountydistrict1@suddenlink.net

Payer Street Address: 3000 North Street

City: Muskogee ST/PROV: OK ZIP/PC: 74403

We will use the Payer address above as the address that is used for credit reference/credit check 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 OR Portal/Third Party

Bill-To Street Address: 3000 North Street

City: Muskogee ST/PROV: OK ZIP/PC: 74403

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO# varies

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

Payment Terms: 2% Discount Net 15, Standard terms are Net 30

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Cintas Representative Initials: _____ Customer Initials: BW

Cintas / Muskogee County Agreement - Non-Appropriation of Funds

It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of Muskogee County, then Muskogee County shall notify Cintas and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to Muskogee County.

Cintas Acceptance:

Customer Acceptance:

Name: _____
Title: _____
Date: _____
Signature: _____

Name: Ken Doke
Title: Commissioner Dist. 1
Date: 7-31-2023
Signature: *[Handwritten Signature]*

Fiscal Year ending June 30th:

38 day of July 2023
Chairman *[Handwritten Signature]*
Member *[Handwritten Signature]*
Member *[Handwritten Signature]*
Attest *[Handwritten Signature]*
County Clerk





Oklahoma Tax Commission

www.tax.ok.gov



Date Issued: February 6, 2015

Letter ID: L1800160512

Taxpayer ID: **-***6395



MUSKOGEE COUNTY CLERK
PO BOX 1008
MUSKOGEE OK 74402-1008

TBS

Oklahoma Sales Tax Exemption Permit County Government

County MUSKOGEE

Non-Transferable

68 Oklahoma Statutes 2002 Supp., Section 1356(1): Sales of tangible personal property or services to the United States Government or to the State of Oklahoma, any political subdivision of this state or any agency of a political subdivision of this state are hereby exempted from the tax levied by this article.

Permit Number

EXM-10096137-06

Business Location	Industry Code	City Code	Permit Effective	Permit Expires
COUNTY OF MUSKOGEE PO BOX 1008 MUSKOGEE OK 74402-1008	921190	5111	October 21, 2004	NON-EXPIRING

Thomas Kemp Jr., Chairman
Jerry Johnson, Vice-Chairman
Dawn Cash, Secretary-Member