

**Board of Commissioners  
Agenda Item Transmittal Form  
Procurement/Contract Transmittal Form**

**RECEIVED**  
NOV 30 2022  
BY: *Pendray* *Revised*



**Type of contract:** 1 year  Multi-year  Single Event  **Contract #:** C-2021-102-001  
**BOC Approval Date:**

<input type="checkbox"/> <b>Submission Information</b>	<input type="checkbox"/> <b>Vendor Information</b>
<b>Dept Contact Name:</b> Chris Wheeler <b>Department:</b> Planning and Development, Community Improvement Division <b>Project Title:</b> Uniform Rental <b>Funding Account Number:</b> 100-4225-531700-39 <b>Contract Amount:</b> \$3792.36 per year <i>(18,961.80 for 5 years)</i> <b>Grant Revenue Account Number:</b> <b>Grant Amount:</b> <b>Contract Type:</b> Goods (X) Services (X) Grants ( ) <b>Contract Action:</b> New (X) Renewal ( ) Change Order ( ) <b>Original Contract Number:</b>	<b>Vendor Name:</b> ✓ Cintas Corporation DBA Cintas Decatur LOC #201 <b>Address:</b> 5180 Panola Industrial Blvd Decatur, GA 30035 <b>Email:</b> HarrisonJ3@cintas.com <b>Phone #:</b> 833-711-5953 <b>Contact:</b> Blair Harrison <b>Term of contract:</b> 60 Months

<p align="center"><b>Finance Director Signature</b></p> I have reviewed the attached contract, and the amount is approved for processing. <b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 1/10/2023	<p align="center"><b>Procurement Manager Signature</b></p> I have reviewed the attached contract, and it is in compliance with Purchasing Policies of Rockdale County. <b>Signature:</b> <i>[Signature]</i> <b>Date:</b> 12/7/22 <i>log provided</i>
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**Detailed Summary of Contract:**

Uniform rental and laundry service for Community Improvement Team – pants only

**Review/Approve/Initial & Date:**

SPLOST \_\_\_\_\_ TECH SERVICES \_\_\_\_\_  
GRANTS \_\_\_\_\_

**Department Head/Elected Official Signature:**

*[Signature]*

**Date:**

*11/30/22*

2023-04





FACILITIES SOLUTIONS AGREEMENT

Location No. 201

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

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

Main Corporate Code → **New CC 13218**

Date 11/16/2022

Customer/Participating Agency Rockdale County Planning and Development

Phone 770-278-7111

Address 2570 Old Covington Hwy SW City Conyers State GA Zip 30012

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
74533-33	Carhart Rugged Flex Pants	.51

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation. 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 \$ 1.95 ea      • Company Emblem \$ 2.95 ea
- Customer Emblem \$ 2.95 ea      • Embroidery \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_ per delivery.
- 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 \$ \_\_\_\_\_ per garment.
- Seasonal Sleeve Change \$ \_\_\_\_\_ 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 \$ \_\_\_\_\_
- Payment Terms                      2% Discount Net 15                      Net 30
- 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

\*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: \_\_\_\_\_ CUSTOMER: \_\_\_\_\_  
Please Sign Name See below

Rockdale County, Georgia  
By: \_\_\_\_\_  
Osborn Nesbitt, Sr., Chairman

Attest:  
\_\_\_\_\_  
Jennifer Rutledge,  
Executive Director/ County Clerk

Approved As To Form:  
\_\_\_\_\_  
M. Qader A. Baig, County Attorney

\_\_\_\_\_  
Date

## 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, 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:
15. **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.

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.