Workplace Solutions Cooperative Acceptance Agreement



ocation #: ²⁹⁴									
ontract #:									
ustomer #:									
ain Corporate Code →	Omnia Ne	braska Rental/I	FS MLA CC #13	897 MLA Agr	eement #2	1101134			
	GPO CC#	13897 GPO Ag	reement #2110	011196				7/25/20	
ustomer/Participating A	Agency: City	y of North Port			('	'Custome	er") Phon	e: 941-24	40-8050
ddress: 1100 N Chamberl	ain Blvd		City: North Por	t	Sta	te:FL	Zip:	34286	
NIFORM PRODUCT	RENTAL	PRICING:		E 174 9 645	tas to the last		XA A	Water to the	
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ITEM #		DESCRIPTI	ON		STANDA	RD ITEM	UNIT PRIC	E REP	S/DAMAGE LACE, VALU
59935		E-Vis Work	Shirt		☑ Yes	□ No	\$0.40		40.00
22935	Co	mfort Pro Vent Ba	ck Work Shirt		☑ Yes	□ No	\$0.29		26.99
23270	(Comfort Flex Pro (Cargo Pant		☑ Yes	□ No	\$0.45		38.69
370		Cargo Sho	ort		☑ Yes	□ No	\$0.40		28.29
381	mmmnn, yr mag - y	Carhartt Je			☑ Yes	□ No	\$0.45		24.40
259		Polo Shi		- yuken	✓ Yes	□ No	\$0.29		30.59
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This Workplace Solutions C	Cooperative	Acceptance Agree	ement (this "Acce	ptance Agreeme	ent") is effect	tive as of t	he date of e	xecution :	for a term of
60 months from the date of Standard Name Emblem	f installation	or renewal (the "		Cundard	Annai Emb	lom	\$ 1.50		
			ea		Agency Emb	iem		е	
Custom Agency Emblem		\$ 2.50	ea	Embroide	ry		\$ 3.00	е	
Jniform Advantage		Item: 2-R					\$.04		a per week
Premium Uniform Advanta	ge	Item: 2	00.00 to 10.00 to 10				\$.07		a per week
Emblem Advantage		Item: 7074						е	a per week
Prep Advantage		Item: 14					\$.03	е	a per week
Minimum Charge		\$35 per de	livery or 50% of in	itial invoice (the	greater of th	ne two).			sitio-secure and a secure and
Make-Up Charge		\$ 1.50	per garmen	t			of State of the Control of the Contr		
Non-Standard/Special Cut short or long sleeve or leng	Garment (i.e	e., non-standard, i emium	non-stocked unusi	ually small or larg	ge sizes, unu	sually	\$ 0.10	р	er garment
Under no circumstances w			na free liquid Sho	n towels may no	t he used to	clean up	nil or solven	spills	
Artwork Charge for Logo I		\$ 0	ig nee iiqaaa. siic	p towers may me	. 00 0000 0	cioaii ap	J. O. JOH		
Payment Terms: Net 30	VIGE								and the same of th
Size Change		or Cintas Tr	grees to have emp	5.00					size samples" size changed
Other		within 4 we	eks of installation.						
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ITEM#	The state of the s	DESCRIP	TION	建筑建筑等	RENTAL F	REQ.	INVENTOR	Yan	JNIT PRICE
84335		3x5 Floo	r Mat		01		any		2.00
84435		4x6 Floo	r Mat		01	1	any		2.13
84035	AMBRONANCE AND EAST AND EAST THAT HE THIN AND CENTRE FOR SINCE	3x10 Floo	or Mat		01	**************************************	any		3.39
2160	************************************	Shop Tow	el Red	01			any		0.07
		Lockers and			01		any		0.00
*aı	ny items or s	ervices can be ad	ded per the OMNA	Nebraska			max4154-01.6013.70-604-20-4000034.6155.415		
		Contra	ict*						
		1		1-2					provided on pag
Automatic Lost Replaceme		Item:2160		% of invento			0.25	ea	
Automatic Lost Replaceme	ent Charge	Item:		% of invento	ory	\$		ea	
		表 以自由建治 原系	WEAR WEST	MAN THE STATE OF T		CHEC	(BOX IN	ITIALS	DATE
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Initial and check box if rec in possession or under cor	eiving Linen ntrol.	Service. Company	y will take periodi	c physical invent	ories of item	s			
Initial and check box if rec Customer deletes any of t Agreement for any reason	eiving direct	direct embroider	v for any reason, o	or terminates thi	s Acceptance	e	7		

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

- 1. Participating Public Agencies: Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") 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 Cintas 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. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
- 2. Dispute Resolution Arbitration and Class Waiver: This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. Arbitration Notice: Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. Arbitration Procedures: Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. Fees: Arbitration fees will be assessed consistent with the AAA Rules.
 - d. No Class Actions in Arbitration or in Any Court, No Jury Trial: CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
 - FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. Enforceability: If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. Severability: If any section or provision of this ¶ 2, Dispute Resolution Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
- 3. Dispute Resolution Timing of invoice challenges: Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
- 4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

- Prices: Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, all of Customer's requirements for uniform rental products and services at the
 prices listed in the Master Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master
 Agreement is updated and adjusted. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery (the
 "Minimum Stop Charge") for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement. The Minimum Stop
 Charge shall supersede any conflicting or different term in the Master Agreement.
- 2. Buyback of Non-Standard Garments: Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the 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.
- 3. Garments' Lack of Flame Retardant or Acid Resistant Features: Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance 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 Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
- 4. 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 Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
- 5. Adding Employees: Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas 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.
- 6. Emblem Guarantee: If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas 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.
 - In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance 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 Cintas and Customer and noted on the Master Agreement and / or outlined above.
- 7. Terminating Employees: Subject to the provisions of this Acceptance 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 Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
- 8. Replacement: In the event any merchandise is lost, stolen or is not returned to Cintas, 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.
- 9. Additional Customer Locations: Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

- 10. Additional Items: Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance 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 Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
 - If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges
 equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
- 11. No Federal Contractor: As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contact Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.
- 12. Prevailing Wage/Living Wage: Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.

	imposed o	y any rederal, state, or local authority	y in relation to circles's foliore to setisfy any such wage statute in relation to agreement.				
13.	13. Customer Type: Customer must select the appropriate response below:						
	Is Custome	er a United States federal governmer	nt agency or instrumentality?				
	Yes Yes	☑ No	(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).				
14. Customer Funding Source: Customer must select the appropriate response below:							
	Will Custo	mer pay for the goods and services o	ordered under this Acceptance Agreement with any United States government funds?				
	☐ Yes	☑ No	(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).				
15.	5. Additional Terms: Customer must select the appropriate response below:						
	Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?						
	Yes, a	dditional terms required	(If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on				
☐ No addition		dditional terms needed	Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).				
16	Lauthorize	Cintas to varify my credit on Credit	net and/or by contacting the natios provided I am authorized to sign on hehalf 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 #: 294	Customer Signature:
CintasRepSignature:	Print Name: A. Jerome Fletcher II
Title: Government Account manager	Print Title: City Manager
Accepted-GM:	Email: Jfletcher@northportfl.gov
Cintas Enterprise Account: 🛛 Yes 🔲 No	Customer Contact: Garrett Woods
Cintas Enterprise Partner Name: Brittany VanTuyle	Customer Contact Email: pwfinance@northportfl.gov

	011		
Cintas Representative Initials:	DV	Customer Initials:	

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? City of North Port
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?
PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.
Account Payable Contact Name: Garrett Woods
Account Payable Contact Phone #: 941-240-8087
Account Payable Email: pwfinance@northportfl.gov
Payer Street Address: 1100 N. Chamberlain Blvd
City: North Port ST/PROV: Florida ZIP/PC: 34286
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
Bill-To Street Address: 4970 City Hall Blvd
City: North Port ST/PROV: Florida ZIP/PC: 34286
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#
Will the same PO need to appear on each invoice?
PAYMENT TERMS: Net 30 Standard
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!
Do not send information about Online Bill Pay (US Only)

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

ITEM#	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE, VALUE
65386	Hi Vis Work Shirt	✓ Yes □ No	0.40	40.49
970	Perma Lined Jacket	☑ Yes ☐ No	0.43	60.29
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
	5.17M Med 1.5855	☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		
		☐ Yes ☐ No		

WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

ITEM#	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
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LOCATION LISTING

**All departments in the City of North Port can be added to this agreement.