



FACILITIES SOLUTIONS AGREEMENT

Location No. 460

Contract No. _____

Customer No. _____

Main Corporate Code → **New CC 13218**

Date 3-30-21

Customer/Participating Agency Whatcom Transportation Authority

Phone (360)788-9352

Address 4011 Bakerview Spur City Bellingham State WA Zip 98226

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	Red Kap Performance Pants	.35
	E-Vis Work Shirt	.42
	E-Vis Coveralls	.40
	Work Jacket	.40
	High Vis T-Shirt	.28

- This agreement is effective as of this date from 3-30-21 to 3-30-24, with a minimum term of 36 months. 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 Prince William County Public Schools for the Master Agreement. Any such changes shall take 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).
- Name Emblem \$ 1.00 ea • Company Emblem \$ 2.50 ea
- Customer Emblem \$ 0.00 ea • Embroidery \$ 0.00 ea
- COD Terms \$ 0.00 per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item Terry Towel % of Inventory 1 \$ 1.50 Ea.
- Automatic Lost Replacement Charge: Item Microfiber Towel % of Inventory 1 \$ 2.00 Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ 1.75 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 \$ na 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
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 2.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Current Advantage Programs - Uniform Advantage is \$0.10 Emblem Advantage \$0.03 Press Advantage \$0.02

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		Rubber Scraper Mat	Weekly	1	\$2.00
		3x5 Floor Mat	Weekly	12	\$2.35
		3x5 Safety Floor Mat	Weekly	1	\$2.35
		4x6 Floor Mat	Weekly	6	\$3.15
		Terry Towel White	Weekly	300	\$0.12
		Microfiber Towel	Weekly	500	\$0.16
		24" Dust Mop	Weekly	19	\$0.84
		Fender Seat Cover	Weekly	4	\$0.35
		Shop Towel	Weekly	300	\$0.08

*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 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: 460

CUSTOMER: *Les Peardanz*
Please Sign Name

By: Kurt Snider Please Print Name *Les Peardanz*

Title: Gov/Education MAM Please Print Title *General manager*

Accepted-GM: *JS* Email *maganw@ridewta.com*

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 two (2) months of the term, Customer shall pay as termination charges equal to 58 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.

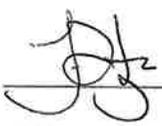
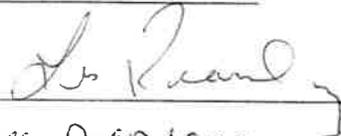
Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

END OF TERM BUY BACK AGREEMENT

Non-Standard Product / Special Size Garments

Whatcom Transportation Authority orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service requiring garments that are not standard to Company's normal rental product line.

In the event the Customer deletes the non-standard product and/or special size product, alters the design of the non-standard product, terminates the rental agreement or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products/special size products that Company has in inventory in-service and out-of-service at the below rate listed as buy back rate. Company may in its sole discretion elect to waive the buy back, in which case, customer is obligated to return all garments to company in good and usable condition.

Non-Standard and/or Special Size Product	Buy Back Rate
<u>Red Kap Performance Pant</u>	<u>\$12.99 under 36 Months</u>
<u>Red Kap Performance Pant</u>	<u>\$0.00 after 36 Months</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
Accepted By: 	By: 
Cintas Location # <u>460</u>	Name: <u>LES PEARDANZ</u>
	Title: <u>General Manager</u>
	Company: <u>Whatcom Transportation Authority</u>

Credit Authorization and Reference Form



Date 5/21/2021

Account Name Wharton Transportation Authority AP Contact Name: Susan Dickinson
Billing Address 4011 Baker View Spur
City: Bellingham State: WA Zip: 98226 Telephone: 360-788-9352
of Years in business _____ Charge _____ Credit Card _____ COD _____

Supplier's Name _____
Contact _____ Phone# _____
Fax # _____
Street _____
City _____ State _____ Zipcode _____

See Attached

Cintas Office Use ONLY			
Payment Terms	Payment Average	Amount Outstanding	Present status
How long a customer?	30days	60 days	Over 60days

Supplier's Name _____
Contact _____ Phone# _____
Fax # _____
Street _____
City _____ State _____ Zipcode _____

See Attached

Cintas Office Use ONLY			
Payment Terms	Payment Average	Amount Outstanding	Present status
How long a customer?	30days	60 days	Over 60days

Supplier's Name _____
Contact _____ Phone# _____
Fax # _____
Street _____
City _____ State _____ Zipcode _____

See Attached

Cintas Office Use ONLY			
Payment Terms	Payment Average	Amount Outstanding	Present status
How long a customer?	30days	60 days	Over 60days

I authorize Cintas to verify my credit on Credit net and/or by contacting the parties above. I am authorized to sign on behalf of this company.

Susan Dickinson
Printed Customer Name
Accounting Manager
Printed Title

[Signature]
Customer Signature
5-21-21
Date



Credit Information

Whatcom Transportation Authority (WTA) is a Public Transportation Benefit Area (PTBA) authorized by the legislature in Chapter 36.57A of the Revised Code of Washington and formed in 1983 as a municipal corporation. It is governed by a nine-member board of directors and employs approximately 275 employees. Services offered include fixed route, paratransit, flex and vanpool transportation. Total revenue for the year ended December 31, 2018 was \$32,639,780.

Location and Billing Address: 4011 Bakerview Spur
Bellingham, WA 98226

Phone Numbers and Website: Admin: (360) 676-6843
Fax: (360) 527-4868
www.ridewta.com

Registration Numbers: Federal Tax ID: 91-1529029
St of WA UBI: 601 355 078
DUNS: 155747561

Officers: General Manager Les Reardanz (360) 788-9301 lesr@ridewta.com
Finance Director Shonda Shipman (360) 788-9331 shondas@ridewta.com

Contacts: Purchasing/Contracts Admin. Magan Waltari (360) 788-9332 maganw@ridewta.com
Accounts Payable Susan Dickinson (360) 788-9338 ap@ridewta.com

Bank References: Peoples Bank Whatcom County Investment Pool
Tiffany Blair, Branch Manager Steve Oliver, County Treasurer
1333 Cornwall Ave. P.O. Box 5268
Bellingham, WA 98225 Bellingham, WA 98227
Account: 5067 624667 Account: 67900

Trade References:

- a. Axiom (fmr. Mobile Armored)
279 C St.
Blaine, WA 98230
p (360) 332-2223
f (360) 332-2228
- b. Cummins NW
4711 N. Basin Ave.
Portland, OR 97217
p (503) 289-0900
f (503) 240-5553
- c. Clever Devices
300 Crossways Park DR.
Woodbury, NY 11797
p (516) 433.6100
f (516) 433.5088
- d. Gillig LLC
451 Discovery Drive.
Livermore, CA 94551
p (510) 264-5000
f (510) 264-3898

ADDENDUM
DATED 5/20/2021
BY AND BETWEEN
CINTAS CORPORATION ("CINTAS")
AND ("Whatcom Transportation Authority")

Reference is made to that certain contract (the "Contract") captioned above, to which this addendum (this "Addendum") is attached and hereby made a part for all purposes. The parties to the Contract and this Addendum hereby acknowledge, agree, and adopt the following provisions, to the same extent as if the provisions hereof were specifically set forth in the Contract.

The Agreement is effective as of the date of execution for a minimum term of 36 months for specific **Whatcom Transportation Authority** sites referenced below unless otherwise noted.

Whatcom Transportation Authority has the right to stop the service with a 30-day notice in the event that a property is permanently closed. ^{for any reason} All rented items must be returned to Cintas in good and usable condition or **Whatcom Transportation Authority** must pay then current replacement value.

Sites attaching to Agreement:

Bellingham Station - 205 E. Magnolia St, Bellingham, WA 98225

Date:

5/20/21

CINTAS CORPORATION

By:

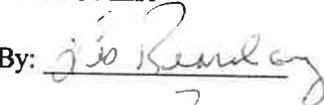

Name: Derek Darlington

Title: Sales Consultant

Date:

CUSTOMER

By:


Name: LES REARDON

Title: GENERAL MANAGER