



CONTRACT MODIFICATION

MODIFICATION #3

ISSUE DATE: NOVEMBER 23, 2020

REFERENCE:	Title:	Facilities Management Products and Solutions
	Contract #:	R-BB-19002
	Contractor:	Cintas Corporation No. 2
	Period of Contract:	December 13, 2019 through October 31, 2023

Modify the above referenced contract as follows:

1. PWCS authorizes the addition of a Contractor Direct Sale Program to be added to the Agreement.
2. PWCS agrees that the terms and conditions for the Direct Sale Program as outlined in this Modification #3 shall be hereinafter incorporated into the Agreement. The terms and conditions as stated in the **Attachment B** of this Addendum apply only to the Direct Sale Program and not to any other area covered by the Agreement.
3. Contractor adds terms and conditions of the Direct Sale Program as attached **Attachment B**.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Brian Burtner

Brian Burtner, CPPB, VCO
 Buyer

CINTAS CORPORATION NO. 2

Signature

Name and Title

Date

PRINCE WILLIAM COUNTY PUBLIC SCHOOLS

Signature

Anthony E. Crosby
 Supervisor of Purchasing

Date

Attachments: Attachment B – Direct Sale Terms & Conditions

ATTACHMENT B - DIRECT SALE TERMS & CONDITIONS

**Direct Sale Addendum to the Prince William County Agreement
CONTRACT NUMBER R-BB-19002**

This Direct Sale Addendum (hereinafter the "Addendum") is made as of (MONTH, DAY, YEAR) (hereinafter "Execution Date") amends the Prince William County Agreement between CINTAS CORPORATION NO. 2 ("Company") and XXXXXXXXXXXXXXXX (the "Customer") dated December 13, 2018 (the "Agreement"). This Addendum amends the Agreement as follows:

Customer agrees to buy from Company and Company agrees to sell to Customer, a Direct Sale Program as outlined below and per the following conditions:

1. Company agrees to manufacture or have manufactured the items specified on the attached **Exhibit A**, in inventory levels necessary to support Customer's purchases, in the quantity specified by Customer under the column marked "Minimum Annual Purchases by the Customer".
2. Company will provide the program to Customer's various locations and charge Customer and/or Customer's agents, employees, franchisees as directed by Customer at the prices agreed upon in **Exhibit A**. Pricing in **Exhibit A** shall remain firm for the initial term of the contract.
3. In the event of the contract's expiration or Customer decides to delete any item, change the design or specifications of any item, terminate this agreement for any reason, or discontinue purchasing any item at the minimum annual volume as outlined in **Exhibit A**, Customer shall purchase, at the then-prevailing prices, all remaining inventory (Finished Goods, Work in Process and Raw Materials) that Company has of that item up to the amount agreed upon under the column marked "*Maximum Inventory Carried by CINTAS and Guaranteed by the Customer*" on **Exhibit A**. It is further understood and acknowledged by Customer that Company's initial investment in inventory on its behalf for which Customer is financially liable shall not exceed the "*Maximum Inventory Carried By Cintas & Guaranteed By Customer*" on **Exhibit A**.
4. Customer has provided Company with its requirements and agrees to the "*Minimum Annual Purchases by Customer*" as detailed on **Exhibit A** as the basis for the financial investment in inventory Company has agreed to produce on its behalf. In the event Customer's sales are trending significantly less than the Minimum Annual Purchases as detailed on **Exhibit A** causing inventory of an item(s) to become slow-moving, Company will notify Customer those item(s) that are slow-moving and within thirty (30) days after such notice assess a monthly storage fee not to exceed twenty-five cents (\$0.25 USD) per piece per month plus a finance fee of five percent (5%) of the price of any slow moving item per month until Customer's sales is equal to the Minimum Annual Purchases projection. Under no circumstance will inventory remain in the warehouse beyond thirty-six (36) months.
5. The attached list of products includes Company's catalog program selection(s) for Customer's Direct Sale Program. Company reserves the right to discontinue a catalog item at any time. Customer may select a substitute item or contract for exclusivity on that item at that time. If, for any reason, Customer decides to no longer utilize these particular Company catalog product selections for the brand intended, Customer will advise Company in writing six (6) weeks prior to discontinuing usage on the product. Customer shall use its best efforts to help Company reduce inventory levels to minimize exposure on any discontinued items.
6. Customer understands that it has no present or future liability for said items unless Customer's annual usage represents at least fifty percent (50%) of Company's catalog demand of any given item. In that event, Company will inform Customer in writing as soon as it represents 50% of Company's catalog demand for a particular item, and Customer agrees to either reduce its usage to under 50% or contract for said products as necessary.

7. Unless specified otherwise in writing by the Customer, the Products supplied under this Agreement are not ANSI/ISEA compliant, flame retardant, or acid resistant and contain no special flame retardant, acid resistant, or visibility features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. ANSI/ISEA, flame resistant and acid resistant Products are available from Company upon request and with an amendment to this Agreement. Customer warrants that none of the employees for whom Products are supplied pursuant to this Agreement require ANSI/ISEA compliant, flame retardant, or acid resistant clothing.

8. Company represents and warrants that the garments supplied hereunder shall be new and free from all liens and encumbrances. Company will pass through to Customer all manufacturer warranties for the garments supplied under this Agreement to the extent that Company has the right to do so. Company does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE GARMENTS ORDERED HEREUNDER SHALL BE PROVIDED “AS-IS” AND “WITH ALL FAULTS” AND CINTAS EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. The term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. All existing and future Customer locations served by Company will be subject to the terms of this Agreement as of the execution dates. Either party may terminate the Agreement at any time by giving the other party one hundred and twenty (120) days prior written notice. In the case of breach of contract, the breaching party, after being given prior written notice, shall have forty-five (45) days to cure said breach before termination.

10. Direct Sale Payment Terms are Net 30 days from date of invoice. A 1% monthly carrying charge will be added to all past due items.

11. Direct Sale Shipments will be F.O.B. **Shipping Point (Chicago/Mason/Toronto) ground** best way surface shipment unless otherwise specified on the Purchase Order. Freight will be prepaid and added to the invoice.

12. Should Customer require a billing format other than Company’s standard format, an additional fee may be assessed. EDI Services may be considered “non-standard” and may incur an additional fee.

13. A \$5.00 service charge will be added to all Direct Sale orders totaling less than \$50.00.

14. Rush Order charges – All Company stocked product orders that are requested by Customer to be shipped earlier than current lead times will be assessed a \$1.50 Rush Order charge per item unless due to Company error or omission.

15. Returns will be accepted on unworn, unwashed general catalog Products. There will be a restocking charge on all returned Products after sixty (60) days from delivery per the below schedule unless return is caused by Company. Claims for returns by Customer must be asserted within one (1) year from date of shipment:

<u>Days</u>	<u>Charge</u>
0 - 60	0%
61 - 75	10%
76 - 90	15%
91 - 180	25%
181 - 365	75%

16. Custom or specially manufactured product not stocked in a Cintas Distribution Center (including Drop Ship products), Special Orders, modified Products, custom sizes, or other altered Products are not subject to exchange or return except in the event of defect in materials or workmanship. In such event, Company will replace, repair, or issue refund at its discretion.

17. Marketing Collateral – Company shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.

18. Customer agrees to provide Company with a biannual list of its locations and contact names, to include e-mail addresses. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send information regarding order status, shipping information, website ordering guides, product catalog specified in Exhibit A, and other pertinent relative product information, via email messages to Customer. Each e-mail message Customer receives will contain an opportunity for Customer to request to opt out from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

19. Customer understands that its supply of e-mail addresses will allow Company, its affiliated companies and selected delivery services to send e-mail marketing messages to Customer which promote Products provided by Company. Each e-mail message Customer receives will contain an opportunity for Customer to request removal from future electronic mail lists. Should a removal be requested, Company will remove requested e-mail address from our mailing list within seven (7) days.

20. 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.

21. This Agreement together with all its exhibit(s) terms and conditions of which by this reference are expressly incorporated herein and made a part hereof, constitutes the entire understanding between the parties as to the subject matter hereof and may not be modified except by a written agreement executed by the parties. Any additional or contradictory terms and conditions contained in any initial, purchase order, or subsequent order or communication from Customer and/or a Customer Property are hereby expressly objected to and shall be of no effect. No waiver or alteration of the terms attached hereto shall be binding unless in writing, signed by Company.

Your signature below will indicate your approval of the information referenced.

CINTAS CORPORATION
Direct Sale Strategic Markets

XXXXXXXXXXXXXXXXXXXX

Cintas Authorized Signature

Customer Authorized Signature

Printed Name

Printed Name

Printed Title

Printed Title

Date ____ / ____ / ____

Date ____ / ____ / ____

Attachments: **Exhibit A: Direct Sale Inventory & Pricing**

CUSTOMER UNIFORM PROGRAM - EXTENDED SIZE CHARGES

Missy / Unisex / Male	XS-XL	2X-3X	4X-5X	6X+		22-24 H & C	26-28 H & D	30H+ & E	50-54 Male	56-60 Male	62+ Male	18-18-1/2 Male	19-19-1/2 Male	20+ Male	42-46 Bottoms	48-52 Bottoms	54+ Bottoms
Women's		1XW-3XW	4XW-5XW	6XW+	16W-20W	22W-24W	26W-28W	30W+									

STANDARD CATEGORIES:

Accessories / Belts		\$2.00													\$2.00	\$2.00	\$2.00
Aprons		\$2.00	\$2.00				\$2.00	\$2.00									
Blouses		\$4.00	\$7.00	\$10.00	\$2.00	\$4.00	\$6.00	\$10.00									
Blazers		\$10.00	\$10.00	\$25.00	\$5.00	\$10.00	\$10.00	\$25.00	\$10.00	\$10.00	\$25.00						
Banquet / Tailored / Bustiers		\$5.00	\$10.00	\$15.00	\$5.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00						
Lab Coats and Smocks		\$2.00	\$4.00	\$7.00		\$2.00	\$4.00	\$7.00	\$2.00	\$4.00	\$7.00						
Chef Coats		\$5.00	\$10.00	\$13.00					\$5.00	\$10.00	\$13.00						
Scrubs		\$3.00	\$4.00	\$7.00													
Golf Shirts		\$4.00	\$7.00	\$10.00													
Tees		\$2.00	\$5.00	\$7.00													
Sweatshirt / Fleece / Windshirts		\$4.00	\$7.00	\$10.00													
Outerwear / Coverall / Jumpsuits		\$8.00	\$12.00	\$15.00		\$8.00	\$12.00	\$15.00	\$8.00	\$12.00	\$15.00						
Pants / Slacks / Shorts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00
Housekeeping Slacks / Pants		\$3.00	\$5.00	\$10.00											\$3.00	\$5.00	\$10.00
Shirts		\$4.00	\$7.00	\$10.00								\$4.00	\$7.00	\$10.00			
Skirts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00									
Sweaters		\$5.00	\$10.00	\$10.00													
Tunica		\$3.00	\$5.00	\$7.00		\$3.00	\$5.00	\$7.00									
Dresses		\$3.00	\$5.00	\$7.00		\$3.00	\$5.00	\$7.00									
Vests																	
Poly Cotton / Polyester		\$3.00	\$5.00	\$10.00	\$2.00	\$3.00	\$5.00	\$10.00	\$3.00	\$5.00	\$10.00						
Poly/Wools / 100% Microfiber		\$5.00	\$10.00	\$15.00	\$2.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00						
Bell / Door Officer		\$10.00	\$10.00	\$25.00		\$10.00	\$10.00	\$25.00	\$10.00	\$10.00	\$25.00						

(FR) FLAME RESISTANT PRODUCTS:

FR Shirts		\$7.00	\$10.00	\$15.00								\$7.00	\$10.00	\$15.00			
FR Outerwear / Coveralls		\$15.00	\$18.00	\$25.00		\$15.00	\$18.00	\$25.00	\$15.00	\$18.00	\$25.00						
FR Sweatshirts		\$7.00	\$10.00	\$15.00													
FR Polos		\$7.00	\$10.00	\$15.00													
FR Tees		\$4.00	\$7.00	\$10.00													
FR Pants / Slacks		\$7.00	\$10.00	\$15.00		\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00
FR Lab Coats / Smocks		\$4.00	\$6.00	\$10.00		\$4.00	\$6.00	\$10.00	\$4.00	\$6.00	\$10.00						

NOTE: CINTAS reserves the right to adjust Extended Size Charges at its discretion.

(If any category is omitted, priced per order)

Note: Longs (Blazers) \$5.00 additional charge for all sizes
 Note: Talls (All Categories) \$2.00 additional charge for all sizes