



FACILITIES SOLUTIONS AGREEMENT

Location No. 538
 Contract No. R-BB-19002
 Customer No. _____
 Main Corporate Code → **New CC 13218**

Date 4/06/2023
 Customer/Participating Agency Hidalgo County Forensic Center Phone 956-318-2626
 Address 3100-A Business Hwy 281 City Edinburg State TX Zip 78539

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
60975	Scrub Top	\$0.39
60976	Scrub Pant	\$0.58

- This agreement is effective as of the date of execution for a term of 36 months from the date of installation
- Name Emblem \$ 1.00 ea • Company Emblem \$ 2.00 ea
- Customer Emblem \$ 2.00 ea • Embroidery \$ 5.00 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 \$ 35.00 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 \$ 0.15 per garment.
- Seasonal Sleeve Change \$ 5.00 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 \$ NA
- 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 \$ 5.00 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: 00538 CUSTOMER: _____
 Please Sign Name: Richard F Cortez

By: Virginia Schabbing Please Print Name Richard F Cortez
 Title: Major Account Manager Please Print Title Hidalgo County Judge

Accepted-GM: _____ Email _____

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. **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.
6. **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.
7. **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.
8. **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.
9. 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.
10. **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.
11. **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.
12. **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.
13. **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.

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON April 18, 2023.

Agenda Item No. 90425

Executive Office: MS

VENDOR:
Cintas

COUNTY:
COUNTY OF HIDALGO

Virginia Schabbing
Virginia Schabbing (Apr 27, 2023 12:02 CDT)

Virginia Schabbing, Major Account Manager

Richard F. Cortez
Hon. Richard F. Cortez, County Judge

APPROVED AS TO FORM
Office of the Criminal District Attorney,
Toribio "Terry" Palacios

ATTEST:



Robert Vina III
Robert Vina III (Apr 27, 2023 13:34 CDT)

Robert Viña III, Assistant District Attorney

Arturo Guajardo, Jr.
Arturo Guajardo, Jr., County Clerk

ATTACHMENTS:
Minutes

SUPPLEMENTAL SIGNATURES:
(If Applicable)

- A. AI-90411 Requesting approval of invoice as submitted by the contracted project engineer, Sames Engineering & Surveying for Precinct 3 Project.

Invoice Number	Date	Project Name	PO No.	Amount
Payment # 7	04/10/2023	Extension of Shary Road	853524	\$18,687.00

- 15. Purchasing Dept - Notes:
 - A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FORWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.
 - B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. Hidalgo County:

- 1. AI-90308
 - A. Requesting authorization to declare the items listed in Exhibit A as surplus to sell through auction pursuant to Texas Local Government Code 263.151(2) and 263.152(a) (1);
 - B. Requesting authorization to advertise the auction pursuant to Texas Local Government Code 263.153;
 - C. Requesting authorization to remove assets listed in Exhibit A from Hidalgo County inventory after the auction and dispose of assets in the event that no bids are received pursuant to Texas Local Government Code 263.152(a)(3).

- 2. AI-90200 Requesting authority to exercise the sixty (60) day grace period extension (C-20-543-04-20) for Purchase of Concrete Mix and Delivery with CEMEX under the same rates, terms, and conditions.

APPROVED

B. Forensic Center:

Correction Sets

- 1. AI-90425 Requesting approval to enter into a thirty-six (36) month agreement for the rental of ten (10) uniforms (5 tops and 5 bottoms) for three (3) employees, through HC's membership with OMNIA Cooperative (R-BB-19002), awarded vendor Cintas in the weekly amount of \$36.60 with authority for County Judge to sign all required documents.

C. Pct. #1:

- 1. AI-90476 Requesting authority to exercise the first (1st) and final six (6) month extension, under the same rates, terms and conditions, pursuant to section five (5) of the County's Interlocal Cooperation Agreement (C-22-0659-11-10) with the Hidalgo County Emergency Services District No. 2 for Temporary Emergency Medical Services.
- 2. AI-90487 Requesting approval of payment for invoice 20F3 in the amount of \$3,114.20 as submitted by Alpha Infrastructure Engineering, PLLC for the Pct. 1, Sunrise Hill Park Playground Equipment Installation.












Cintas Uniform Rental Agreement

Final Audit Report

2023-05-02

Created:	2023-04-19
By:	Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANs_7CkPpoPnp-5A5pEE0Kw66gDKnRFoi


"Cintas Uniform Rental Agreement" History

-  Document created by Ived Sepulveda (ived.sepulveda@co.hidalgo.tx.us)
2023-04-19 - 2:53:43 PM GMT
-  Document emailed to Virginia Schabbing (schabbingv@cintas.com) for signature
2023-04-19 - 2:56:13 PM GMT
-  Email viewed by Virginia Schabbing (schabbingv@cintas.com)
2023-04-27 - 5:00:57 PM GMT
-  Document e-signed by Virginia Schabbing (schabbingv@cintas.com)
Signature Date: 2023-04-27 - 5:02:01 PM GMT - Time Source: server
-  Document emailed to Monica Salinas (monica.salinas@co.hidalgo.tx.us) for approval
2023-04-27 - 5:02:04 PM GMT
-  Email viewed by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
2023-04-27 - 6:21:50 PM GMT
-  Document approved by Monica Salinas (monica.salinas@co.hidalgo.tx.us)
Approval Date: 2023-04-27 - 6:22:36 PM GMT - Time Source: server
-  Document emailed to robert.vina@da.co.hidalgo.tx.us for signature
2023-04-27 - 6:22:39 PM GMT
-  Email viewed by robert.vina@da.co.hidalgo.tx.us
2023-04-27 - 6:33:51 PM GMT
-  Signer robert.vina@da.co.hidalgo.tx.us entered name at signing as Robert Vina III
2023-04-27 - 6:34:13 PM GMT
-  Document e-signed by Robert Vina III (robert.vina@da.co.hidalgo.tx.us)
Signature Date: 2023-04-27 - 6:34:15 PM GMT - Time Source: server




 Document emailed to countyjudge@co.hidalgo.tx.us for signature


2023-04-27 - 6:34:17 PM GMT

 Email viewed by countyjudge@co.hidalgo.tx.us

2023-04-27 - 7:17:24 PM GMT

 Signer countyjudge@co.hidalgo.tx.us entered name at signing as Richard F Cortez

2023-05-02 - 2:30:05 PM GMT

 Document e-signed by Richard F Cortez (countyjudge@co.hidalgo.tx.us)


Signature Date: 2023-05-02 - 2:30:07 PM GMT - Time Source: server

 Document emailed to carolyn.thornton@co.hidalgo.tx.us for approval

2023-05-02 - 2:30:10 PM GMT

 Email viewed by carolyn.thornton@co.hidalgo.tx.us

2023-05-02 - 8:18:52 PM GMT

 Signer carolyn.thornton@co.hidalgo.tx.us entered name at signing as Carolyn Thornton

2023-05-02 - 8:46:45 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)


Approval Date: 2023-05-02 - 8:46:47 PM GMT - Time Source: server

 Document emailed to arturo.guajardo@co.hidalgo.tx.us for signature

2023-05-02 - 8:46:49 PM GMT

 Email viewed by arturo.guajardo@co.hidalgo.tx.us


2023-05-02 - 9:07:41 PM GMT

 Signer arturo.guajardo@co.hidalgo.tx.us entered name at signing as Arturo Guajardo Jr

2023-05-02 - 9:12:39 PM GMT

 Document e-signed by Arturo Guajardo Jr (arturo.guajardo@co.hidalgo.tx.us)

Signature Date: 2023-05-02 - 9:12:41 PM GMT - Time Source: server

 Document emailed to Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us) for approval

2023-05-02 - 9:12:44 PM GMT

 Email viewed by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

2023-05-02 - 9:13:03 PM GMT

 Document approved by Carolyn Thornton (carolyn.thornton@co.hidalgo.tx.us)

Approval Date: 2023-05-02 - 9:14:01 PM GMT - Time Source: server

 Agreement completed.

2023-05-02 - 9:14:01 PM GMT

