

CITY COUNCIL

The City of Orange Township, New Jersey

DATE March 5, 2024

NUMBER 136-2024

TITLE: A RESOLUTION AUTHORIZING A CONTRACT WITH CINTAS CORPORATION NO. 2, P.O. BOX 625737, CINCINNATI, OH 45262-5737 TO PROVIDE JANITORIAL MATERIALS AND SUPPLIES FOR ALL MUNICIPAL BUILDINGS THROUGH THE OMNIA PARTNERS CO-OP#3702-22-4618 COMMENCING JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 IN THE AMOUNT NOT TO EXCEED \$40,000.00.

WHEREAS, the City of Orange Township requires a firm to provide janitorial materials and supplies to the City of Orange Township; and

WHEREAS, the City of Orange Township entered into a cooperative pricing agreement with Omnia Partners, a copy of which is attached hereto and made part hereof, to provide janitorial materials and supplies for all Municipal Buildings; and

WHEREAS, the Chief Financial Officer of the City of Orange Township has prepared the necessary Certificate of Availability of Funds, a copy of which is attached hereto and made part hereof, certifying that monies are available in the Account No. 4-01-26-310-000-314 contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with Cintas Corporation No 2.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the City of Orange Township are hereby authorized to enter into an agreement with aforesaid vendor for janitorial materials and supplies commencing January 1, 2024 through December 31, 2024 in an amount not to exceed \$40,000.00.

Adopted: **March 5, 2024**

Joyce L. Lanier
City Clerk

Tency A. Eason
Council President


A. M. J. EASON

CITY ATTORNEY

CITY OF ORANGE TOWNSHIP
FINANCE DEPARTMENT

CERTIFICATION OF FUNDS
NEXT BUDGET

I, Nile Clements, Chief Financial Officer for the City of Orange Township, do hereby confirm that based on the Quote or RFP, RFQ, bid results or "extraordinary unspecifiable services" without competitive bids for 2024 service contract, and the resolution to be presented to the Council for approval, and contingent upon Council approval and inclusion of said item in the Temporary Budget and adopted 2024 Budget, there will be sufficient funds to contract with:

Vendor Name: Cintas Corporation No. 2
Address: 1705 US Highway 46
Unit 8

City: Ledgewood
State: New Jersey
Zip Code: 07852

Purpose: Provide janatorial supplies
Vendor ID: CINTA005

Temporary Budget: \$ 10,000.00
Fund: Current Fund
Line Description BDG - Building & Grounds - Janatorial Mat. & Supplies
Account Numbers(s): CY'24 4-01-26-310-000-314

The remainder of: \$ 30,000.00
will be provided in
Fund: Current Fund
Line Description BDG - Building & Grounds - Janatorial Mat. & Supplies
Account Numbers(s): CY'24 4-01-26-310-000-314

Purchase Order # : 24-00405

Amount not to exceed: \$ 40,000.00

Division Head

Date

Nile Clements

2/12/2024

Chief Financial Officer

Date

CITY COUNCIL

The City of Orange Township, New Jersey

May 19, 2020

223-2020(WO)

DATE _____

NUMBER _____

TITLE: A RESOLUTION AUTHORIZING THE CITY OF ORANGE TOWNSHIP TO ENTER INTO A VOLUNTARY COOPERATIVE PRICING SYSTEM WITH OMNIA PARTNERS FOR THE PURCHASE OF GOODS AND SERVICES.

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into a voluntary cooperative pricing for its administration; and

WHEREAS, Omnia Partners, (the "Lead Agency") has offered voluntary participation in a cooperative pricing system for the purchase of goods and services; and

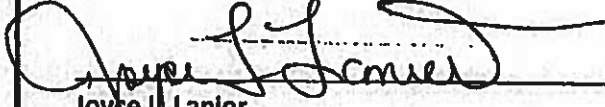
WHEREAS, this Resolution shall be known and may be cited as the Cooperative Pricing Resolution of the City of Orange Township.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Mayor and the City of Orange is hereby authorized to enter into a voluntary Cooperative Pricing Cooperative Pricing System with the Lead Agency.

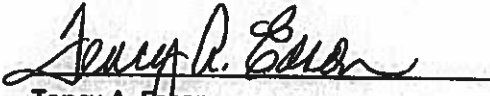
BE IT FURTHER RESOLVED that the Lead Agency shall be responsible for complying with the provisions of the Local Contracts Law (N.J.S.A. 0A:11-1 et seq.) and all other provisions of the revised statutes of the State of New Jersey.

BE IT FURTHER RESOLVED this resolution shall take effect immediately upon passage.

Adopted: MAY 19 2020



Joyce L. Lanier
City Clerk



Tency A. Eason
Council President



APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY



**WORKPLACE SOLUTIONS
Executive Summary**

Lead Agency: University of Nebraska

Solicitation: 3702-22-4618

RFP Issued: November 3, 2022

Pre-Proposal Date: November 16, 2022

Response Due Date: December 20, 2022

Proposals Received: #1

Awarded to: Cintas Corporation No. 2

The University of Nebraska issued RFP 3702-22-4618 on November 3, 2022, to establish a national cooperative contract for Workplace Solutions.

The solicitation included cooperative purchasing language in the Introduction/Background, National Contract: *"The Board of Regents of the University of Nebraska, as the Principal Procurement Agency, defined in ATTACHMENT A, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The University of Nebraska is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT A, or as otherwise agreed to. ATTACHMENT A contains additional information about OMNIA Partners and the cooperative purchasing program."*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The University of Nebraska website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY

- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal and/or Las Vegas Sun
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses, Historically Underutilized Businesses were notified of the solicitation.

On December 20, 2022 proposals were received from the following offerors:

- Cintas Corporation No. 2

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, a market basket analysis was conducted, with price being the primary factor. The committee elected to enter into negotiations with Cintas Corporation No. 2 and proceeding with contract award upon successful completion of negotiations.

The University of Nebraska, OMNIA Partners and Cintas Corporation No. 2 successfully negotiated a contract, and the University of Nebraska executed the agreement with a contract effective date of June 1, 2023.

Geographic Preferences: No geographic preferences were included in the evaluation of the responses.

Contract includes:

- Uniforms – Rental, Purchase, Lease
- Floor Mats, Mops, Towels & Linens – Rental, Purchase, Lease
- Restroom Supplies
- First Aid and Safety Supplies, AEDs
- Fire Protection Services, Promotional Products
- Promotional Products

Federal Funds: Cintas Corporation No. 2 provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial five-year agreement from June 1, 2023 through May 31, 2028 with the option to renew for one additional five-year period through May 31, 2028.

Pricing/Discount: Unit pricing sheet available upon request



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CINTAS CORPORATION NO. 2

Trade Name:

Address: 6800 CINTAS BLVD
CINCINNATI, OH 45262-5737

Certificate Number: 0023447

Effective Date: May 25, 2000

Date of Issuance: February 07, 2024

For Office Use Only:

20240207101704492

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Cintas Corporation No. 2

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
P.O. Box 625737

6 City, state, and ZIP code
Cincinnati, Ohio 45262-5737

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

| | | | | | | | | | |
|--|--|--|--|---|--|--|--|--|--|
| | | | | - | | | | | |
|--|--|--|--|---|--|--|--|--|--|

OR

Employer identification number

| | | | | | | | | | | | |
|---|---|--|--|---|---|---|---|---|---|---|---|
| 3 | 1 | | | - | 1 | 7 | 0 | 3 | 8 | 0 | 9 |
|---|---|--|--|---|---|---|---|---|---|---|---|

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ **2/8/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF ORANGE TOWNSHIP, NEW JERSEY**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that

(Contractor)

has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding the date of reorganization to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the CITY OF ORANGE TOWNSHIP as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

| | |
|-------------------------|--|
| Dwayne D. Warren | |
| Kerry J. Coley | |
| Clifford Ross | |
| Weldon M. Montague, III | |
| Tency A. Eason | |
| Quantavia L. Hilbert | |
| Adrienne Wooten | |
| Jamie Summers-Johnson | |

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership Corporation Sole Proprietorship Subchapter S Corporation
 Limited Partnership Limited Liability Corporation Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|------------------------------------|
| Scott B. Fisher | 6800 Center Blvd, Meriden OH 45240 |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

Part III - Signature and Attestation

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Cintas Corporation, NJ 2
 Signed: [Signature] Title: Major Account Manager
 Print Name: Christopher Dennis Date: 2-7-2024

Subscribed and sworn before me the 7th day of February, 2024
Jessica Sosa
 (Affiant)
 My Commission expires: 7/3/2028
Jessica Sosa, Asst. to Town Clerk
 (Print name & title of affiant) (Corporate Seal)

JESSICA BORA
 Notary Public, State of New Jersey
 Comm. # 50085391
 My Commission Expires 7/3/2028

Workplace Solutions Cooperative Acceptance Agreement



Location #: 0015F

Contract #:

Customer #:

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Date: January 8, 2024

Customer/Participating Agency: City of Orange Township

("Customer") Phone: 973-952-6079

Address: 29 N. Day Street

City: Orange

State: NJ

Zip: 07050

UNIFORM PRODUCT RENTAL PRICING:

| ITEM # | DESCRIPTION | STANDARD ITEM | UNIT PRICE | LOSS/DAMAGE REPLACE. VALUE |
|--------|-------------|--|------------|----------------------------|
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |

Space for additional entries provided on page 5

| | | | |
|---|--|-------------|------------------------|
| This Workplace Solutions Cooperative Acceptance Agreement (this "Acceptance Agreement") is effective as of the date of execution for a term of 60 months from the date of installation or renewal (the "Term"). | | | |
| Standard Name Emblem | \$ | ea | Standard Agency Emblem |
| Custom Agency Emblem | \$ | ea | Embroidery |
| Uniform Advantage | Item: | | \$ ea per week |
| Premium Uniform Advantage | Item: | | \$ ea per week |
| Emblem Advantage | Item: | | \$ ea per week |
| Prep Advantage | Item: | | \$ ea per week |
| Minimum Charge | \$35 per delivery or 50% of initial invoice (the greater of the two). | | |
| 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 Cintas accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. | | | |
| Artwork Charge for Logo Mat | \$ | 125 | |
| Payment Terms: Net 30 | | | |
| Size Change | Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of \$ per garment will be assessed for employee's size changed within 4 weeks of installation. | | |
| Other | | | |

WORKPLACE SERVICES PRODUCTS PRICING:

| ITEM # | DESCRIPTION | RENTAL FREQ. | INVENTORY | UNIT PRICE |
|--------|--------------------------------|--------------|-----------|------------|
| 257 | Paper Towel Dispenser | Weekly | Any | 0.04 |
| 9281 | Paper Towel Roll | Weekly | Any | 6.910 |
| 9110 | JRT Tissue Roll | Weekly | Any | 4.00 |
| 27070 | Soap (refill monthly) | Weekly | Any | 2.82 |
| 27016 | Signature Series Air Freshener | Weekly | Any | 4.00 |
| 84035 | 3x10 Floor Mat | Weekly | Any | 3.29 |
| 84335 | 3x5 Floor Mat | Weekly | Any | 2.24 |
| 84435 | 4x6 Floor Mat | Weekly | Any | 2.13 |

Space for additional entries provided on page 5

| | | | | |
|-----------------------------------|------------------------|-------------------|---------|----|
| Automatic Lost Replacement Charge | Item: Microfiber Wiper | % of inventory 10 | \$ 2.70 | ea |
| Automatic Lost Replacement Charge | Item: Shop Towel | % of inventory 10 | \$ 0.27 | ea |

| | CHECKBOX | INITIALS | DATE |
|---|--------------------------|----------|------|
| Initial and check box if Unlease. All Garments will be cleaned by customer. | <input type="checkbox"/> | | |
| Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control. | <input type="checkbox"/> | | |
| 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 Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section). | <input type="checkbox"/> | | |

Cintas Representative Initials: _____

Customer Initials: _____

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 be 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

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance 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.

Cintas Representative Initials:

Customer Initials: _____

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. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
 Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services 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).
13. **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 this Acceptance Agreement without additional terms?
 Yes, additional terms required No additional terms needed
 (If yes, Customer must provide any applicable additional 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. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf 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 #: 15F

By: Anthony Monguso

Title: Sales Representative

Accepted-GM:

Cintas Matrix Account Yes No

Cintas MAM Partners: Chris Dunne

Customer Signature: _____

Print Name: _____

Print Title: _____

Email: _____

Customer Contact: _____

Customer Contact Email: _____

Cintas Representative Initials: _____

Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

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: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

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: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

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? YES NO Is there an expiration date? _____

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)

Cintas Representative Initials: _____

Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

| ITEM # | DESCRIPTION | STANDARD ITEM <input type="checkbox"/> Yes <input type="checkbox"/> No | UNIT PRICE | LOSS/DAMAGE REPLACE. VALUE |
|--------|-------------|---|------------|-------------------------------|
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
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WORKPLACE SERVICES PRODUCTS PRICING (cont.):

Continued from page 1

| ITEM # | DESCRIPTION | RENTAL FREQ. | INVENTORY | UNIT PRICE |
|--------|-----------------------------------|--------------|-----------|------------|
| 7500 | Chemical Dispensing Unit | Weekly | Any | 1.80 |
| 2275 | GL1 | Weekly | Any | 2.10 |
| 2506 | DS1 | Weekly | Any | 1.50 |
| 2278 | RR1 | Weekly | Any | 2.20 |
| 2274 | FC2 | Weekly | Any | 1.50 |
| 2278 | SK1 | Weekly | Any | 0.90 |
| 2279 | SK2 | Weekly | Any | 0.90 |
| 1405 | Hand Sanitizer (replaced monthly) | Weekly | Any | 3.85 |
| 2650 | Mop Head | Weekly | Any | 2.50 |
| 7540 | Microfiber Wiper | Weekly | Any | 0.29 |
| 2160 | Shop Towel | Weekly | Any | 0.12 |
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Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

Food Bank: 234 Lincoln Avenue Orange NJ, 07050

City Hall: 29 N Day Street Orange NJ, 07050

Brook Alley Garage: 24 Center Street Orange NJ, 07050

City of Orange Fire Department: 419 Central Avenue Orange NJ, 07050

City of Orange Police Department: 29 N Day Street Orange NJ, 07050

Cintas Representative Initials: _____ **Customer Initials:** _____