

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT ("Amendment I") is made and entered into this 6th day of August, 2019("Effective Date") by and between the County of Fresno, a political subdivision of the State of California ("COUNTY"), and Cintas Corporation No. 3, a Nevada Corporation, whose local address is 2920 S East Avenue, Fresno, CA 93725-1911 ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement No. 17-061, dated March 7th, 2017 ("Agreement"), pursuant to which CONTRACTOR agreed to provide rental, laundering and delivery of uniforms, linens, mats and miscellaneous janitorial items; and

WHEREAS, COUNTY has determined a need for increased laundering services and associated facility provisions; and

WHEREAS, COUNTY has requested to update the CONTRACTOR's pricing schedule to list items not included in the original Request for Proposal.

NOW, THEREFORE, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

Section 5, "COMPENSATION/INVOICING," page 3, lines 4 through 17 of the Agreement, are deleted in their entirety and replaced by:

"5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR, and CONTRACTOR agrees to receive compensation pursuant to the rates set forth in the Response and Exhibit C for the initial three (3) years of this Agreement. CONTRACTOR may request changes to the cost proposal for either of the renewal periods, however any proposed rate increases must be submitted to the COUNTY in writing at least ninety (90) days prior to the then current contract expiration date, and shall be subject to approval by COUNTY's Director of Internal Services/Chief Information Officer or his designee.

In no event shall compensation paid to CONTRACTOR under the terms of this Agreement exceed nine hundred and fifty thousand dollars (\$950,000) during the initial three-year term of the Agreement. If this Agreement is extended for an additional fourth year, in no event shall the total compensation paid exceed one million three hundred thousand dollars

1 (\$1,300,000). If this Agreement is extended for an additional fifth year, in no event shall the total
2 compensation paid exceed one million six hundred fifty thousand dollars (\$1,650,000) during the
3 entire possible five (5) year term of this Agreement. In no event shall compensation paid by
4 COUNTY to CONTRACTOR for the total possible five-year term of the Agreement exceed one
5 million six hundred fifty thousand dollars (\$1,650,000).

6 CONTRACTOR and COUNTY shall together compile a master list of COUNTY
7 departments serviced under this Agreement. CONTRACTOR shall submit monthly invoices to
8 each such department in arrears following the final date of service in each calendar month.
9 Payment shall be made by COUNTY within forty-five (45) days from receipt of an approved
10 invoice.

11 COUNTY's RFP and CONTRACTOR's Response are incorporated by reference, and
12 made a part of this Agreement. The originals of such documents shall be maintained by
13 COUNTY'S Purchasing Manager at 4525 East Hamilton Avenue, Fresno, California. The
14 Director of Internal Services/Chief Information Officer (CIO), or their designee, reserves the right
15 at any time during the term of this Agreement to accept pricing amendments, provided that the
16 Agreement maximum not to exceed amount shall not exceed the maximums set forth above. It
17 is understood such additions may be only made by written COUNTY consent, upon thirty (30)
18 days' advance written notice of a pricing change request."

19
20 The portion of the Agreement, contained in Section 15 "ENTIRE AGREEMENT," starting on page
21 7, line 26, beginning at "(2) COUNTY's RFP," and ending line 27 at "(Exhibit B)" is deleted in its entirety,
22 and replaced with:

23
24 "(2) COUNTY'S RFP (Exhibit A), *excluding pages 97-102 "Attachment A –Cost Proposal"*, (3)
25 CONTRACTOR's Response to the RFP (Exhibit B), and (4) CONTRACTOR's Revised Cost
26 Proposal (Exhibit C)."

1 CONTRACTOR'S Revised Cost Proposal shall be attached as Exhibit C, and incorporated by
2 this reference.

3
4 COUNTY and CONTRACTOR agree that this Amendment I is sufficient to amend the Agreement,
5 and that upon execution of this Amendment I, the Amendment I and the Agreement together constitute
6 the complete Agreement between the parties.

7 The Agreement, as further amended, is ratified and continued. All provisions, terms, covenants,
8 conditions and promises contained in the Agreement and not amended herein shall remain in full force
9 and effect.

1 IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 as of the day and year
2 first hereinabove written.

3
4 **CINTAS CORPORATION NO. 3**


5 
6 _____
(Authorized Signature)

7 Luke Sedall – Service Manager,
8 CINTAS CORPORATION No.3

9 2920 S East Avenue
10 Fresno, CA 93725-1911

11 Mailing Address

12 **CINTAS CORPORATION NO. 3**

13 
14 _____
15 (Authorized Signature)

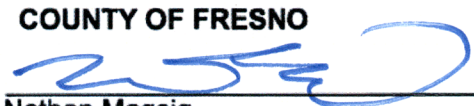
16 Andrew Remlinger – General
17 Manager,
18 CINTAS CORPORATION, No. 3

19 2920 S East Avenue
20 Fresno, CA 93725-1911

21 Mailing Address


22 FOR ACCOUNTING USE
23 ONLY:
24 ORG No.: Various Orgs

COUNTY OF FRESNO



Nathan Magsig,
Chairman of the Board of Supervisors of
the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

County of Fresno Product Pricing

<u>Garment Tops</u>		
Item #	Item Description	Rental Unit Cost
935	Comfort Shirt	\$0.18
205	Women's Comfort Shirt	\$0.19
330	Cotton Shirts	\$0.25
374	Men's Executive Shirt	\$0.26
66528	Women's Exectuive Shirt	\$0.23
273	WOW Shirt	\$0.28
66273	Women's WOW Shirt	\$0.28
259	Pro Knit Polo	\$0.27
275	Performance Polo	\$0.38
66275	Women's Performance Polo	\$0.38
65418	ANSI 3 Work Shirt	\$0.52
970	Hip Length Jacket	\$0.95
65386	Lime Yellow Class 2 Work Shirt	\$0.46
<u>Garment Bottoms</u>		
Item #	Item Description	Rental Unit Cost
945	Men's Comfort Pants	\$0.21
388/389	Women's Cargo Pants	\$0.33
390/395	Women's Comfort Pants	\$0.28
340	Cotton Pants	\$0.34
865	Pleated Pants	\$0.28
270	Cargo Pants	\$0.33
370	Cargo Shorts	\$0.33
394	Cintas Jeans	\$0.30
381	Carhartt 5 Pocket jeans	\$0.47
382	Carhartt Carpenter Jeans	\$0.52
912	Cotton Coveralls	\$0.42
910	Poly/Cotton Coveralls	\$0.31
59929	Shop Coat	\$0.29
525/55925	Lab Coat	\$0.24
82517	Barrier Coat	\$0.24
60975	Scrub Top	\$0.18
60976	Scrub Bottom	\$0.21
2	Uniform Advantage	\$0.07
<u>Facility Services Weekly Services</u>		
Item #	Item Description	Rental Unit Cost
2160/2120	Shop Towel	\$0.06

<u>Facility Services Weekly Services</u>		
Item #	Item Description	Rental Unit Cost
2164/2174	Ink Towel	\$0.11
7540	Gray Microfiber Towel	\$0.15
7717	WhiteMicrofiber Towel	\$0.17
2720	Bath Towel	\$0.35
2700	WhiteTerry Towel	\$0.13
2701	Terry Towel #2	\$0.13
2702	Blue Terry Towel	\$0.13
2921	Glass Towel	\$0.17
6680	Urinal Mat	\$1.80
6116	MM Air Freshener Service	\$2.93
6123	MM Air Freshener Refill	\$0.00
9480	Heavy Duty Wiper Roll	\$37.00
9680	All Purpose Wiper Roll	\$35.00
9314	1000mL. HD Hand Scrub	\$2.37
9541	1000 mL. Cherry HD Hand Scrub	\$3.35
7993	4000mL. HD Hand Scrub	\$10.45
9543	4000mL. Cherry HD Hand Scrub	\$11.43
1802	3X5 Antifatigue Mat	\$1.48
1810	3X5 Duralite Mat	\$2.37
2477	3X5 Scraper Mat	\$2.18
2478	4X6 Scraper Mat	\$2.70
5477	3X5 Photo Safety Mat	\$3.71
10184	3X5 Active Scraper Mat	\$2.50
10186	4X6 Active Scraper Mat	\$3.50
84302	3X5 Safety Mat	\$3.71
843XX	3X5 Carpet Mat	\$2.04
844XX	4X6 Carpet Mat	\$2.52
840XX	3X10 Carpet Mat	\$3.00
10XXX	3x5 xtraction Mat	\$3.98
10XXX	4x6 xtraction Mat	\$4.76
102XXX	3x10 xtraction Mat	\$6.03
10196	3X5 Traffic Mat	\$4.48
10197	4X6 Traffic Mat	\$5.26
10198	3X10 Traffic Mat	\$6.53
8020	Microfiber Wet Mop (Handle is Free)	\$2.33
2650	Wet Mop (Handle is free)	\$1.41
2570	24" Dust Mop (Handle/Frame is free)	\$0.82
2590	36" Dust Mop (Handle/Frame is free)	\$0.91
2604	48" Dust Mop (Handle/Frame is free)	\$1.27
2610	60" Dust Mop (Handle/Frame is free)	\$1.48
7000	20" Microfiber Mop Head- Blue	\$0.58
8118	Microfiber Highduster	\$0.00
6002	Rolling Rack	\$0.00

<u>Facility Services Weekly Services</u>		
Item #	Item Description	Rental Unit Cost
<u>Direct Sale (Catalog) Items</u>		
Item #	Item Description	Unit Cost
310XX	Safety Director Elite Vinyl Gloves- Large	\$41.00