# Master Purchase Order

| DO NOT INVOICE TO THIS ADDRESS        |                              | Workday <sup>TM</sup> Supplier Contract No. |                 | SC-00006967                 |
|---------------------------------------|------------------------------|---|-----------------|-----------------------------|
| City & County of Denver               |                              | Date: 7/6/2022                              |                 | Revision No.                |
| Purchasing Division                   | BA DENIVED                   | Payment Terms                               |                 | Resolution (as applicable): |
| 201 West Colfax Avenue, Dept. 304     | DENVER<br>THE MILE HIGH CITY | Freight Terms                               | FOB DESTINATION |                             |
| Denver, CO 80202                      | THE MILE HIGH CITY           | Ship Via                                    | Best Way        |                             |
| United States                         |                              | Analyst:                                    | Elizabeth Hewes |                             |
| Phone: 720-913-8100 Fax: 720-913-8101 |                              | Phone:                                      | 720-913-810     | )9                          |

Workday DENVR0000006243 Phone: 800-707-9120 x 22148 Email: JumpK@cintas.com

Supplier ID:

CINTAS Corporation NO. 2 Ship To: City and County of Denver

5495 Oswego St Various City Agencies

Denver, CO 80239
Attn: Kirsten Jump
Bill To: As Specified By Agency

Colorado Secretary of State ID: 20001108705

U.S. Federal SAM Registry Verification Date: 6/6/2022

## 1. Goods/Services:

CINTAS Corporation NO 2, a Corporation in the State of Nevada, ("Vendor") shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the "City"), all in accordance with the terms and conditions of this Master Purchase Order.

# 2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document ("Order"), each of which will be deemed incorporated into this Master Purchase Order for purposes of such Order only.

# 3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

## 4. Term/Renewal:

The term of this Agreement shall be from date of City Signature to and including October 31, 2024. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue this Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than three (3) yearly extensions shall be made to the original Master Purchase Order, not to exceed October 31, 2027.

#### 5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

## 6. Inspection and Acceptance:

Vendor shall perform any services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor's expense; or reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

# 7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this

Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

# 8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

## 9. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

# 10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq., after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of two million, two hundred fifty thousand dollars (2,250,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Vendor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

# 11. Amendments/Changes:

Only the Executive Director of General Services or his/her delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

#### 12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Purchase Order are free—from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless—otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of—the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall—furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

# 13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Purchase Order up to the total Master Purchase Order Amount.

Notwithstanding anything contained in this Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

#### 14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

## 15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

# 16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-106. Director of Purchasing shall render the final determination.

# 17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

# 18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

# 19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

## 20. Insurance:

Vendor agrees to secure, at or before the time of execution of this Master Purchase Order, the following insurance covering all operations, goods or services provided pursuant to this Master Purchase Order. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Master Purchase Order. Such notice shall reference the Master Purchase Order listed on the signature page of this Master Purchase Order. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's Master Purchase Order. Vendor shall be responsible for the payment of any deductible or selfinsured retention. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Master Purchase Order.

Vendor may not commence services or work relating to this Master Purchase Order prior to placement of coverages required under this Master Purchase Order. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Master Purchase Order shall not act as a waiver of Vendor's breach of this Master Purchase Order or of any of the City's rights or remedies under this Master Purchase Order. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Vendor and sub-contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured. For all coverages required under this Master Purchase Order, Vendor's insurer shall waive subrogation rights against the City. Vendor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Master Purchase Order) procure and maintain coverage as approved by the Vendor and appropriate to their respective primary business risks considering the nature and scope of services provided. Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Vendor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Master Purchase Order.

# 21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

## 22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period.

# 23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

# 24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software licenses terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

# 25. Examination of Records and Audits:

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Vendor's performance pursuant to this Master Purchase Order, provision of any goods or services to the City, and any other transactions related to this Master Purchase Order. Vendor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Master Purchase Order or expiration of the applicable statute of limitations. When conducting an audit of this Master Purchase Order, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Vendor to make disclosures in violation of state or federal privacy laws. Vendor shall at all times comply with D.R.M.C. 20-276.

## 26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

# 27. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

# 28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

#### 29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

# 30. Advertising and Public Disclosure:

The Vendor shall not include any reference to the Master Purchase Order or to services performed or goods purchased pursuant to the Master Purchase Order in any of the Vendor's advertising or public relations materials without first obtaining the written approval of the Director of Purchasing.

# 31. No Employment of a Worker without Authorization to Perform work under the Master Purchase Order

- a. This Master Purchase Order is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").
- b. The Contractor certifies that:
  - i. At the time of its execution of this Master Purchase Order, it does not knowingly employ or contract with a worker without authorization who will perform work under this Master Purchase Order, nor will it knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order in the future.
  - **ii.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Master Purchase Order.
  - **iii.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Master Purchase Order.
  - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Master Purchase Order, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
  - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Master Purchase Order knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.
  - vi. It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.
- c. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Master Purchase Order for a breach of the Master Purchase Order. If this Master Purchase Order is so terminated, the Contractor shall

be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

# 32. Intellectual Property:

Any research, reports, studies, data, photographs, negatives or other documents, drawings or materials (collectively "materials") delivered by Vendor in performance of its obligations under this Master Purchase Order shall be the exclusive property of City. Ownership rights shall include, but not be limited to the right to copy, publish, display, transfer, prepare derivative works, or otherwise use materials. Software license terms may be incorporated herein by an End User License Agreement signed by the Director of Purchasing. Any 'click-wrap' agreement, terms of use, electronic acceptance or other terms and conditions not agreed to in writing by the Director of Purchasing are of no force and effect.

## 33. Federal Provisions:

Where the source of the funds, directly or indirectly for this Purchase Order is the Federal Government, the Vendor agrees to the applicable provisions set out below. The Vendor shall be responsible for determining which terms are applicable to its products and/or services.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE** Vendor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60).

**DAVIS-BACON ACT COMPLIANCE** Vendor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5). ANTI-KICKBACK ACT COMPLIANCE Vendor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). CONTRACT WORK HOURS AND SAFETY STANDARDS Vendor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT Vendor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. CLEAN AIR AND WATER REQUIREMENTS Vendor agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Vendor agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office. ENERGY CONSERVATION REQUIREMENTS The Vendor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201) NO SUSPENSION OR DEBARMENT Vendor certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency. BYRD ANTI-LOBBYING. If the Maximum Contract Amount exceeds \$100,000, the Vendor must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Vendor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

This Master Purchase Order is acknowledged and agreed to by:

| Vendor Name: | CINTAS Corporation NO 2                | City & County of Denve | er, Purchasing Division  |
|--------------|--|------------------------|--|
| Ву:          | (Company Name)  (Authorized Signature) | Ву:                    |  |
| Print Name:  | Brett Herzog                           | Print Name:            |  |
| Γitle:       | Government Acct Mgr                    | Title:                 |  |
| Date:        | 8.18.22                                | Date:                  |  |
|              |  | Procurement Manager:   | Romero, Michael P. Digitally signed by Romero, Michael P. GS Procurement Manager Manager Manager Manager Manager |

Purchase pursuant to DRMC 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of Omnia Partners Contract # R-BB019002.

Purchase pursuant to 3.26(e)-This Master Purchase Order agreement is contingent on Council approval and is void without such action.

# EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) under the pricing, terms and conditions of this MPO. Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

|   | and entered into by your company and the Cr (MPO) expires on          | City and County of I | Denver pursuant to the above referenced Master |
|---|---|----------------------|--|
|   | to extend this contract to and includingnis page with your signature. | , and revi           | ise the aggregate amount to \$,                |
| Vendor Name:                              | CINTAS Corporation<br>(Company Name)                                  | _ City &             | County of Denver, Purchasing Division          |
| Ву:                                       | (Authorized Signature)  | By:                  |  |
| Print Name:                               |   | Print Name:          |  |
| Title:                                    |   | Title:               |  |
| Date:Notes:                               |   | _ Date:              |  |
|   |   | City and County of I | Denver pursuant to the above referenced Master |
| Should you desire to<br>please return the | to extend this contract to and includingnis page with your signature. | , and revi           | ise the aggregate amount to \$,                |
| Vendor Name:                              | CINTAS Corporation (Company Name)                                     | _ City &             | County of Denver, Purchasing Division          |
| Ву:                                       | (Authorized Signature)  | By:                  |  |
| Print Name:                               |   | Print Name:          |  |
| Title:                                    |   | _ Title:             |  |
| Date:<br>Notes:                           |   | _ Date:              |  |

|              | nd entered into by your company and the (MPO) expires on        | City and County of Denver | r pursuant to the above referenced Master |
|--------------|---|---------------------------|---|
|              | extend this contract to and including page with your signature. | , and revise the          | e aggregate amount to \$,                 |
| Vendor Name: | CINTAS Corporation<br>(Company Name)                            | _ City & Cour             | nty of Denver, Purchasing Division        |
| Ву:          |   | Ву:                       |   |
|              | (Authorized Signature)  |                           |   |
| Print Name:  |   | Print Name:               |   |
| Title:       |   | Title:                    |   |
| Date: Notes: |   | Date:                     |   |

# EXHIBIT "A"

Supplier: CINTAS Corporation

Solicitation/ Award Title: Uniform Purchase - DOTI

Solicitation No. /Internal File Reference Location: 16019

It is recommended that you use your Supplier Contract No.-00006967, in all future correspondence and/or other communications.

Description of the goods, and services related thereto, being purchased and associated pricing, this Master Purchase Order describes the requirements of a comprehensive uniform program. The program shall consist of:

- Purchasing Program(s):
- Advantage Program(s): The Department of Transportation and Infrastructure (DOTI) reserve the right to opt in or opt out of the Advantage based on perceived value.

The vendor is to furnish new uniforms to various DOTI personnel located at various locations.

The Vendor and the authorized and designated City uniform supervisory staff are to work together to determine which uniform method will best meet the needs of the City, the employee for which they supervise and the Vendor. It is anticipated that the noted methods identified above may be utilized at the same location.

## **A.1** VENDOR'S PERFORMANCE:

Vendor shall furnish all necessary labor, equipment and supplies to perform the required services at required by this contract. The City or his/her authorized representative will decide all questions which may arise as to the quality and acceptability of any service and clothing provided under the contract. If, in the opinion of the City or his/her authorized representative, performance becomes unsatisfactory, the City shall notify the Vendor.

The Vendor will have seven (7) days from the time of written notification to correct any specific instances of unsatisfactory performance. Repeated incidences of unsatisfactory performance will result in cancellation of the agreement for default.

## **A.2** STOCK ITEMS:

All items listed herein are deemed by the City as being "Stock Items."

The City defines Stock Items as those items/garments which the manufacturer keeps on the shelf for immediate shipment in their standard, annual catalog or website. The City requires all items be Stock Items for the manufacturer lines awarded herein to ensure timely delivery to the distributor and/or DOTI.

# A.3 ORDERING:

This agreement is established for DOTI to order items as needed. The department may order in a quantity of one (1) in the unit of measure indicated, and if no unit of measure is indicated, will be ordering by quantity of "each" and shall **NOT** be bound to a case or minimum order quantity.

The City desires to order in bulk whenever possible, but small orders may result due to unforeseen circumstances.

## **A.4** AUTHORIZATION TO PROCURE UNIFORMS:

The City authorizes DOTI to designate authority to DOTI employees to purchase uniforms with a determined amount of money each year. DOTI employees can only use these funds to purchase items listed herein.

Purchase of uniforms will occur by means of a traditional Purchase Order, voucher system, and/or website. Whichever is determined to best meet the needs of DOTI at the time of ordering will be utilized.

The uniform items contained herein are the only items considered to be part of DOTI's official uniform.

# A.5 SIZING and PERSONAL SERVICE REQUIREMENTS:

The City expects the vendor to be proactive in assuring that each authorized individual will receive the garments that best fit him/her. The vendor shall realize DOTI employees may request assistance in assuring proper fit of all garments prior to order but may opt to order their uniforms without fitting. This service is to be provided at no additional cost.

#### **A.6** IMPRINT/EMBROIDERY COSTS:

Items that require an imprint and/or embroidery include in their unit costs the following:

- > Set-up charges
- Any miscellaneous charges that may result from this requirement

# **A.7** WEB-SITE REQUIREMENTS:

The vendor shall develop, operate, and maintain a web-based system for the ordering of uniforms by DOTI employees. This web-based ordering system will service the yearly-authorized uniform program DOTI employees. It shall also allow periodic purchases of the awarded items throughout the year by DOTI personnel. This web site must be fully integrated with the vendor's inventory control, customer service, and accounting systems.

The vendor's web system is to improve the accuracy and efficiency of the uniform ordering process, and it is to operate in real time.

The website is to provide a simple, efficient and informative method of ordering uniform items for the City. Such a method may be subject to periodic review by authorized DOTI employee to ensure that it meets the agency's uniform needs through the life of this agreement.

The following are guidelines the City anticipates will be incorporated into the vendor's web-ordering program:

1. Website for DOTI Yearly Allowance Purchases: The web site will deal exclusively with DOTI, the yearly uniform allotment orders, and the replacement orders as necessary. This site will only offer DOTI approved uniform items through this contract. This site is to be operational for the entire life of the contract, but only accessible to DOTI employees for limited specified ordering window in which authorized DOTI employees may log in and place their yearly uniform orders. DOTI employees will be accessing the website through a computer and not on a mobile device.

Authorized DOTI employees are to have the ability to order any of the approved uniform items up to the agency specified dollar allowance limit, allowing for the order to exceed the specified amount if the DOTI employee provides payment. Restrictions on quantities of specified items will be implemented if indicated by DOTI

2. Allowance amount: This site is to reflect for each employee placing orders or manipulating the site, the City allowance she/he is authorized to spend. This allowance is the maximum amount that the vendor can bill the City agency for that employee. DOTI will only cover authorized uniform expenditures. Any additional expenditure is to be covered by the employee; however, contract pricing is to be used for determining how much the individual owes and how much the City owes Vendor. If the order exceeds the allowance rate, the authorized employee shall pay the difference upon receipt of the products, plus taxes as applicable

DOTI is aware that taxes will apply to the amount that exceeds the City's authorized figure and will be paid by the DOTI employee who has placed the order. The City is not responsible or liable for any charges above the allotment amount that a DOTI employee may owe.

- 3. Website Delivery Requirement: Delivery to the DOTI Employee at a City facility only.
- **4. Website Security:** The vendor is to ensure that the front end of the website shall require a personal login and password protected entry by authorized individuals. This security measure is to protect against unauthorized access to the site by non-authorized individuals and limit errors by City staff. The Login is to be the DOTI employee number with a password that is standardized but unique to each DOTI individual using the website. The vendor will work with the identified DOTI program administrator on developing a secure password system for all users. This information will be shared with the successful vendor by the agency finance department.
- **5. American with Disabilities (ADA):** The website will need to be ADA WCAG 2.0 compliant and in 2024 it will need to be ADA WCAG 2.1 compliant. Vendor will need to confirm with the City that the website is compliant.
- 6. **Product Organization on the Website:** All authorized uniform items are to be organized on the website as named and organized herein. DOTI employees are to be able to select a category and see thumbnail images of all items contained in that category. By clicking on the thumbnail image, a larger image is to be displayed as well as a short product description that is to include but not be limited to fabric content and sizing.
- 7. **Shopping cart:** Once the DOTI employee is complete with selecting items, they are to show up in the "shopping cart" where the individual may review and adjust the order prior to finalizing the order for shipment.
- 8. Order Completion: Once an order is completed and the authorized individual has submitted his order, the site is to automatically generate a final summary of the order to be printed out by the individual. This printed summary is to reflect the items ordered along with quantity, price, delivery location, method(s) of payment and a specific order number that may be used by both the City and the vendor to track the order. Vendor shall be responsible for automatically providing a weekly report in Excel emailed to designated DOTI personnel of who/what has been ordered, both during the open ordering window and for the life of the contract.
- 9. Non-Allowance Ordering: DOTI will need to order items in situations that are not going to be tracked against the authorized pre-determined annual uniform allowance. DOTI employee(s) will need their own log on codes so those procurements can be tracked, invoiced, and paid for separately. These individual users will not be subject to allotment dollar or quantity limits on orders. The user is also to have the ability to be able to enter a Purchase Order (PO) number that is to be reflected on the invoice specific to that order. Such a PO number is to aid the DOTI Department in tracking of payments to the vendor.
- 10. Website(s) Implementation: The vendor is to have the above defined site tested and available for use by the City personnel no later than 30 calendar days after receipt of the award from the City. This timeframe may be adjusted to 45 calendar days if agreed to by the City; however, if the site is not in place and functioning properly in that timeframe, liquidated damages as outline in Section A.17 herein may be assessed by the City.
- 11. Training: The vendor is to provide training in the form of a simple bullet type instruction sheet on the ordering process that may be distributed to all individuals using the sites. The vendor may also provide onsite training on the proper usage of the web sites for key City personnel. It is also recommended that there be a link on the website that will have a brief overview on how to use the site and what information must be provided or completed by the authorized individual.
- **12. Phone Assistance:** During normal business hours of 8 a.m. to 5 p.m. MT Monday through Friday the vendor is to have website knowledgeable customer service personnel available to provide assistance to site users and answer any questions City personnel may have when placing an order.

# A.8 F.O.B. POINT:

All prices are at a firm price F.O.B. Denver, Colorado.

Annual Allotment Orders: vendor will ship only to a City facility.

Other orders as requested by designated DOTI personnel require shipping to a designated City facility as requested with the order.

## **A.9** EMERGENCY PURCHASES:

The City reserves the right to purchase from other sources those items which are required on an emergency basis and cannot be supplied immediately from stock by the vendor.

#### **A.10** SWEAT FREE PROCUREMENT:

Vendor hereby certifies that Vendor and Vendor's subcontractors and/or suppliers shall, in the performance of said contract or purchase order, refrain from practices that constitute the use of Sweatshop Labor.

"Sweatshop Labor" means serious and repeated violations of laws of the jurisdiction within which the work is performed pertaining to: wages; employee benefits; health and safety; labor; environmental conditions; discrimination, harassment or retaliation; and freedom of association. In addition, it includes work performed by any person that constitutes foreign convict or forced labor, or abusive forms of child labor or slave labor.

"Abusive Forms of Child Labor" means work performed by a person under the age of 18 when the person does not voluntarily seek the work or the person is threatened with physical, mental or emotional harm for nonperformance. It includes work performed by a person in violation of any applicable law of the country of manufacture or assembly governing the minimum age of employment, compulsory education, or occupational health and safety.

"Foreign convict or forced labor" shall have the meaning set forth in Section 1307 of Title 19 of the United States Code.

"Slave labor" means any form of slavery or practices similar to slavery, such as the sale and trafficking of persons, debt bondage, serfdom, forced or compulsory labor.

Vendor understands and agrees that if the City discovers any products, goods, supplies, or other services provided by Vendor are produced in violation of the obligations imposed by this section, Vendor shall immediately provide an alternative, compliant source of supply.

Vendor further understands and agrees that failure to comply with the foregoing provisions shall constitute a material breach of the contract and provide grounds for immediate cancellation of the purchase order or termination of the contract, in whole or in part, and may result in a finding that Vendor is deemed "not responsible" when being considered for future awards.

## **A.11** LABORATORY TESTING:

In the event materials shipped to the City as outlined herein indicate substandard specifications in a qualitative or quantitative manner, the City reserves the right to have a laboratory test made. If material is found to be deficient, the vendor shall be required to pay all costs of testing. If product found to meet specifications, the City shall pay all costs.

# **A.12** VENDOR REPORTING:

Awarded vendors are required to furnish a performance report to the buyer on an annual basis, no later than the anniversary date of the applicable Master Purchase Order, providing at a minimum the following information:

## FOR GOODS

- Total dollar value of purchases
- Total number of transactions

- Percentage of items shipped from local stock
- Percentage of items backordered
- Average delivery time for stock material
- Average delivery time for backorders

# > FOR SERVICES

- Total dollar value of purchases
- Total number of transactions
- Average response time after receipt of call from the City
- Average time for job completion

## > DOTI REPORTS:

The awarded vendor shall provide the following report(s) to DOTI on a weekly or on-demand basis:

- During annual allotment ordering period Excel reports of what has been ordered
- Backorders and how they are being met
- Detailed Usage Reports for all items ordered in both groups, to include:
  - o Summary of all sizes and quantities ordered

# > SYSTEM REPORTING:

The City desires to have online website portal account access to various reports at no additional cost. These reports are to include access to the following but not be limited to:

- Employee
- Cost.

Vendor provided website system access must also be able to provide statistical information which details items, quantities, and total dollars expended on quarterly basis; as well as an annual report which details cumulative totals. The report shall contain but not be limited to the following fields:

- Style Number
- Description
- Quantity of each item utilized through term designated
- Size of each item utilized through term designated

The Reports may be used to track and evaluate the Service Performance Levels.

# **A.13** CITY EMPLOYEE AUTHORIZATION:

Authorized individuals to receive garments through this contract from listed City agencies/ locations will be identified upon award of this contract.

#### **A.14** CUSTOMER SERVICE:

It is a material requirement of the Vendor to provide seamless service and support to the City. To achieve the seamless service and support, the Vendor shall provide a dedicated account management team that consists of a dedicated customer service representative. The representative shall function in the capacity of a manager or executive to oversee the account and handle any and all disputes and problems. Secondly, a dedicated Customer Service representative that takes all orders, inquiry's, questions, tracks the account, orders, backorders, payments, etc. It is preferable, that a dedicated Customer Service representative be assigned to the account.

The account representative shall be available to meet, locally OR via conference call, prior to contract commencement and on a quarterly basis, or as requested. All costs associated with providing the necessary customer service and support shall be the responsibility of the Vendor.

These individual(s) must respond to the Department's inquiries within eight (8) working hours.

# Service Manager

- Name- Henry Miller
- Phone # 720.656.6877
- Email- MillerH@cintas.com

## Account Receivable

- Name- Michelle Vasquez
- Phone # 303, 867,7204
- Email- vasquezM3@cintas.com

# Account Manager

- Brett Herzog
- (949) 910-1718
- <u>HerzogB2@cintas.com</u>

## **Customer Service**

- Freddie Canales
- (720) 985-8894
- CanalesF@cintas.com

If any of these names change, Vendor will notify the Analyst within two (2) working days.

# A.15 SAMPLES:

Throughout the life of the contract, upon request, Vendor may be asked to furnish samples at no cost to the City, of available uniform pieces to be supplied to confirm quality and to keep on hand, ensuring quality continues to be met. Any sample furnished shall create an express warranty that the whole of the goods shall conform to the sample.

## A.16 INVOICING:

Annual allotments shall be relieved when an order is placed, not when an order is shipped or invoiced. Example: An order is placed on 12/31 but shipped on 01/01. The dollar amount of the order shall be relieved from the prior year allotment, not from the current year.

# A.17 SERVICE CREDITS/LIQUIDATED DAMAGES:

If the vendor fails to deliver the standard sizes of uniform clothing or perform the services within the time specified in this contract, or their website is offline during normal business hours, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Vendor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of delay, the amount of \$1.00/per business day/ per individual employee/ per item that the order is late, deducted from the invoice. The City may terminate this contract in whole or in part as provided in the "Default" provision. In that event, the vendor shall be liable for such liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar supplies and services. The vendor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the vendor.

The times for which the Vendor may be liable for liquidated damages are as follows:

a. Time greater than forty-five (45) calendar day set up period, from measurement of all employees for standard size garments. Each employee shall have at least two (2) to five (5) changes of uniforms (changes being pant and shirt), with the complete complement received within forty-five (45) calendar days. This

includes the time necessary for measuring each employee. If additional time is required a request shall be submitted. To aid both the Supplier and the City, the Vendor shall be required to present a report of all garments picked-up and delivered to verify that they are in compliance. An authorized City employee must verify what has been picked up and delivered for each individual uniform wearer. This report shall be accessible to the authorized individual at the same time as drop-off of the cleaned uniforms.

- **b.** Time greater than fourteen (14) calendar days needed to replace standard size garments identified and or agreed upon by the authorized City employee directed to oversee and make recommendations about clothing replacement.
- **c.** Time greater than the fourteen (14) calendar days needed to modify a garment such as hem, repair, place a badge on garment, etc. These fourteen (14) calendar days are not to be used in conjunction with the set up time of thirty (30) calendar days.
- **d.** Time needed to change the size of garments, not to exceed fourteen (14) calendar days from date of pick-up of old complement.
- e. Time greater than the fourteen (14) calendar days needed to provide new complement of standard sized uniforms to new employees.

Exceptions: Vendor may receive an exception if the request is presented in writing to the authorized City individual, and that individual has agreed to and therefore signed off on the exception. Exceptions may be presented for oversize complements of uniforms, however if the exception takes longer than twenty-eight (28) calendar days service credits will be assessed.

## **A.18** ENVIRONMENTALLY PREFERABLE PURCHASES:

Executive Order 33, Section 8.0, Environmentally Preferable Purchases (EPP)\*:

"It is the policy of the City and County of Denver to procure Environmentally Preferable Products and services that can minimize harmful effects on human health and the environment."

The Vendor is responsible for ensuring that the cleaning products used are approved by the U. S. Environmental Protection Agency's Design for the Environment (DfE) partnership program with the laundry industry as products that are cleaner, more cost-effective, and safer for workers and the public.

The City reserves the right to confirm such designation has been or is being obtained by the Vendor.

# **A.19** ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

#### A.20 PRICING:

Pricing will be based on the Omnia Contract R-BB-19002. When approved price increases happen, Vendor must notify the City of the new prices for the items currently listed.

See Attachment A for current pricing of items.

Additional items may be added at the approval of the City.

|             | City & County of Denver-Direct Purchase      |           |
|-------------|--|-----------|
| Item number | Item Description                             | Price     |
| 119         | Basic T-Shirt                                | \$ 6.29   |
| 131         | Knit Cap                                     | \$ 3.99   |
| 153         | Crewneck Sweatshirt                          | \$ 17.99  |
| 205         | Ladies Comfort Blouse with Pockets           | \$ 23.99  |
| 270         | The Comfort Pant Cargo Style                 | \$ 24.99  |
| 271         | Ladies Comfort Blouse                        | \$ 22.99  |
| 273         | Men's High-Image Work Shirt                  | \$ 27.99  |
| 275         | Men's Snag-Resistant Polo                    | \$ 29.69  |
| 291         | Pocket T-Shirt                               | \$ 7.99   |
| 293         | Heavyweight Cotton T-Shirt                   | \$ 8.09   |
| 330         | Cotton Work Shirt                            | \$ 17.99  |
| 340         | Cotton Work Pant                             | \$ 21.99  |
| 353         | Hooded Full-Zip Sweatshirt                   | \$ 22.99  |
| 366         | High-Image Jacket                            | \$ 67.99  |
| 374         | Men's Executive Oxford                       | \$ 17.99  |
| 388         | Susan Fit Ladies Cargo Pant                  | \$ 24.99  |
| 389         | Cathy Fit Ladies Cargo Pant                  | \$ 24.99  |
| 390         | Susan Fit Ladies Work Pant                   | \$ 17.99  |
| 394         | Denim Jeans                                  | \$ 25.19  |
| 395         | Cathy Fit Ladies Work Pant                   | \$ 17.99  |
| 41539       | Men's Elitech Dress Shirt                    | \$ 42.99  |
| 41540       | Ladies Elitech Dress Shirt                   | \$ 42.99  |
| 41992       | Flex Fit Delta X-Cap                         | \$ 16.44  |
| 46254       | Men's Under Armour Hustle Fleece Hoody       | \$ 47.49  |
| 48080       | The North Face Pullover Hoodie               | \$ 57.49  |
| 48098       | The North Face Ultimate Trucker Cap          | \$ 20.49  |
| 48100       | Men's The North Face Everyday Insulated Vest | \$ 112.49 |
| 492         | Lee Relaxed Fit Denim Jeans                  | \$ 31.49  |
| 60066       | Nike Sport Cover Up                          | \$ 61.19  |
| 60067       | Quarter Zip Performance Top                  | \$ 42.99  |
| 60280       | Men's Color Block Performance Polo           | \$ 22.99  |
| 60281       | Ladies Color Block Performance Polo          | \$ 22.99  |
| 60444       | Men's Nike Dri FIT Micro Pique Polo          | \$ 28.69  |
| 60734       | Weatherproof Softshell Jacket                | \$ 67.99  |
| 60836       | Ladies Katie 3/4 Sleeve Blouse               | \$ 25.19  |
| 61581       | Men's Moisture Management Polo               | \$ 15.99  |
| 61582       | Women's Moisture Management Polo             | \$ 16.19  |
| 61583       | Unlined Lightweight Jacket                   | \$ 19.99  |
| 61598       | Carhartt® Arctic Duck Coat                   | \$ 109.99 |
| 62157       | Men's Moisture Management Pocket Polo        | \$ 17.09  |
| 62158       | Men's Jersey Technicore Polo                 | \$ 20.69  |
| 62159       | Ladies Jersey Technicore Polo                | \$ 22.99  |
| 62160       | Moisture Management Ball Cap                 | \$ 10.34  |
| 64031       | Crew Shirt                                   | \$ 30.99  |

| 64202          | Darka Langth Alaina Shall lackat                      | ¢ 67.00              |
|----------------|---|----------------------|
| 64202          | Parka Length Alpine Shell Jacket                      | \$ 67.99             |
| 65107          | One-Pocket Kenton Shirt                               | \$ 23.99             |
| 65244          | Men's Nike® Dri-FIT Pique Polo                        | \$ 43.19<br>\$ 43.19 |
| 65245          | Women's Nike® Dri-FIT Pique Polo<br>Acrylic Watch Cap | \$ 43.19<br>\$ 9.99  |
| 65262          | Women's V-Neck Blend Polo                             | \$ 9.99              |
| 65750          |   |                      |
| 66107<br>66273 | Katie Kenton Shirt Women's High-ImageWork Shirt       | \$ 23.39<br>\$ 26.99 |
| 66275          | Women's Snag Resistant Polo                           | \$ 29.69             |
| 66528          | Women's Executive Oxford                              | \$ 17.99             |
| 67016          | Long Sleeve T-Shirt                                   | \$ 17.55             |
| 67146          | Men's Blend Polo                                      | \$ 9.99              |
| 67177          | Men's Blend Polo with Pocket                          | \$ 23.99             |
| 67235          | Dri-Balance Short Sleeve T-Shirt                      | \$ 15.99             |
| 67243          | Jersey Sportshirt without Pocket                      | \$ 16.19             |
| 67250          | Jersey Sportshirt with Pocket                         | \$ 18.99             |
| 67263          | Dri-Balance Long Sleeve T-Shirt                       | \$ 17.99             |
| 67277          | Women's Peak Performance Polo                         | \$ 32.99             |
| 67306          | Men's Peak Performance Polo                           | \$ 32.99             |
| 67347          | Insulated Duck Overall                                | \$ 70.19             |
| 67618          | Dri-Mesh Sport Polo                                   | \$ 25.19             |
| 67651          | Carhartt Pocket T-shirt                               | \$ 17.99             |
| 677            | Perma Lined Sport Jacket                              | \$ 38.69             |
| 67865          | adidas® Brushed Terry Heathered 1/4 zip               | \$ 57.99             |
| 67873          | Timberland PRO® Hood Honcho Sport Pullover            | \$ 44.99             |
| 67885          | Timberland PRO® Knit Cap                              | \$ 11.69             |
| 67886          | Timberland PRO® Beanie Cap                            | \$ 11.69             |
| 67887          | Timberland PRO® 8 Series Flex Canvas Work Pant        | \$ 49.49             |
| 69148          | 100% Cotton Pique with Pocket                         | \$ 21.59             |
| 69155          | 100% Cotton Pique                                     | \$ 22.99             |
| 69814          | Hooded Pullover Sweatshirt                            | \$ 20.69             |
| 69819          | 1/4 Zip Fleece Pullover                               | \$ 25.19             |
| 70069          | Ladies Softshell Jacket                               | \$ 62.99             |
| 70200          | Levi Strauss Signature Men's Relaxed Fit Jeans        | \$ 22.99             |
| 70532          | Under Armour® Qualifier Hybrid Warm-Up Jacket         | \$ 59.99             |
| 70560          | Under Armour® Corporate Rival Polo                    | \$ 35.99             |
| 70561          | Under Armour® Ladies Qualifier Hybrid Warm-Up Jacket  | \$ 59.99             |
| 70562          | Under Armour® Ladies Corporate Rival Polo             | \$ 35.99             |
| 70899          | Zip-Off Sleeve Soft Shell Jacket                      | \$ 79.99             |
| 71000          | Carhartt® Storm Defender® Jacket                      | \$ 124.19            |
| 71001          | Crowley Jacket  | \$ 107.99            |
| 71003          | Paxton Hooded Sweatshirt                              | \$ 47.69             |
| 71204          | Tri-Reg™ Performance Pullover                         | \$ 47.99             |
| 71786          | Men's Moisture Management Polo - Long Sleeve          | \$ 19.99             |
| 73174          | Puffer Jacket   | \$ 52.19             |
| 73533          | The North Face® Apex Barrier Softshell Jacket         | \$ 154.99            |
| 73534          | The North Face® Ladies Apex Barrier Softshell Jacket  | \$ 154.99            |

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|-------|---|----------------|
| 73537 | The North Face® Ridgewall Softshell Vest                      | \$ 87.49       |
| 73543 | The North Face® Tech 1/4 Zip Fleece                           | \$ 59.99       |
| 73544 | The North Face® Ladies Tech 1/4 Zip Fleece                    | \$ 59.99       |
| 74307 | Carhartt® Stonewashed Relaxed Fit Jeans                       | \$ 38.69       |
| 74308 | Carhartt® Carpenter Jeans                                     | \$ 43.19       |
| 74309 | Carhartt Washed Duck Work Dungaree                            | \$ 50.99       |
| 74328 | Dickies Carpenter Jeans                                       | \$ 29.00       |
| 74342 | Performance Polo  | \$ 35.99       |
| 74349 | Carhartt Rugged Hat   | \$ 12.59       |
| 74358 | Space Dye Performance Polo                                    | \$ 25.19       |
| 74370 | Space Dye Ladies Performance Polo                             | \$ 25.19       |
| 75293 | Performance T-Shirt   | \$ 15.99       |
| 760   | Hooded Duck Jacket  | \$ 56.69       |
| 77603 | Safety T-Shirt ANSI Class 2, Type R                           | \$ 16.19       |
| 78079 | Performance Knit Cap  | \$ 8.99        |
| 78151 | Carhartt ® FR Ladies Full Swing Quick Duck® Sherpa Lined Coat | \$ 254.69      |
| 78854 | New Era® Flat Bill Snapback Cap                               | \$ 15.99       |
| 80175 | Two Tone Tundra Parka   | \$ 77.99       |
| 80177 | Level II Jacket   | \$ 67.99       |
| 80178 | Solid Tundra Parka  | \$ 77.99       |
| 80558 | Next Gen Stadium Jacket                                       | \$ 37.99       |
| 80601 | Carhartt® Active Jacket                                       | \$ 92.49       |
| 80713 | Champion 9 oz. Crewneck Sweatshirt                            | \$ 27.99       |
| 80714 | Champion 9 oz. Hooded Sweatshirt                              | \$ 32.99       |
| 80715 | Champion 9 oz. Crewneck Sweatshirt                            | \$ 37.99       |
| 80754 | Carhartt® Full-Zip Hooded Sweatshirt                          | \$ 50.99       |
| 80767 | Carhartt® Sherpa-Lined Jacket                                 | \$ 119.69      |
| 80768 | Alpine Shell Jacket   | \$ 57.99       |
| 80843 | Three-Season Jacket   | \$ 56.69       |
| 82008 | The Workhorse Sweatshirt                                      | \$ 34.19       |
| 82325 | Insulated Overalls  | \$ 54.00       |
| 82716 | Lightweight Waterproof Jacket                                 | \$ 47.99       |
| 85280 | Solid Brushed Twill Cap                                       | \$ 7.49        |
| 85332 | Contemporary Profile Cap                                      | \$ 5.49        |
| 85369 | Performance Flexfit Cap                                       | \$ 10.34       |
| 85412 | Fleece Knit Cap   | \$ 6.99        |
| 85433 | Knit Cap with Thinsulate®                                     | \$ 8.99        |
| 85548 | Flex Fit Cap  | \$ 9.44        |
| 865   | The Comfort Pant® Pleated Front                               | \$ 17.99       |
| 894   | Dickies Denim Jeans   | \$ 25.19       |
| 910   | Cotton Coveralls  | \$ 34.99       |
| 912   | Coveralls   | \$ 25.99       |
| 914   | Insulated Coveralls   | \$ 87.99       |
| 92255 | Men's Adidas <sup>®</sup> Climalite Pique Polo                | \$ 31.49       |
| 92256 | Women's Adidas® Climalite Pique Polo                          | \$ 31.49       |
| 935   | The Confort Shirt®  | \$ 13.99       |
| 945   | The Comfort Pant® Plain Front                                 | \$ 17.99       |

| 970            | Lined Service Jacket                                   | \$ 27.99             |
|----------------|--|----------------------|
| 20031          | Nike Polo  | \$ 57.99             |
| 268            | Tee shirt- heavy weight                                | \$ 17.99             |
| 299            | Polo   | \$ 27.99             |
| 409            | Microfiber executive pant                              | \$ 38.69             |
| 43900          | ladies carhartt insulated jacket                       | \$ 101.49            |
| 44768          | Face Mask- No longer carry                             | \$ 5.40              |
| 46260          | Under Armour coaches button up shirt                   | \$ 64.99             |
| 46989          | Enhanced Visibility reflective stripe beanie           | \$ 8.98              |
| 46992          | Beanie Hi Viz  | \$ 12.00             |
| 47509          | Carhartt Canvas Work Dungaree                          | \$ 49.99             |
| 47524          | Carhartt Raindefender heavyweight hood sweatshirt      | \$ 52.99             |
| 47525          | Carhartt long sleeve henley T-shirt                    | \$ 27.99             |
| 50033          | Pocket tee shirt- short sleeve                         | \$ 20.59             |
| 50052          | Pocket tee shirt- long sleeve                          | \$ 23.29             |
| 531            | womens dress shirt-discontinued                        | \$ 27.99             |
| 60132          | Hooded Pullover Sweatshirt                             | \$ 24.08             |
| 60445          | Ladies polo- Nike                                      | \$ 38.69             |
| 60612          | Men's silk touch polo                                  | \$ 15.98             |
| 60613          | LS silk touch polo                                     | \$ 24.08             |
| 60809          | SS 50/50 tee shirt                                     | \$ 6.50              |
| 60874          | Carhartt Quilt Lined Jacket Hi viz crewneck sweatshirt | \$ 102.69            |
| 60924<br>61143 | Full Zip sweatshirt                                    | \$ 33.90<br>\$ 50.29 |
| 61584          | Adidas Cap   | \$ 14.99             |
| 61595          | LS Cotton Tee with pocket                              | \$ 14.99             |
| 61915          | Hi viz rain jacket                                     | \$ 64.99             |
| 62155          | CarharttChambray shirt short and long sleeve           | \$ 32.99             |
| 62161          | Baseballcap  | \$ 14.64             |
| 63681          | Original work pant                                     | \$ 26.99             |
| 63792          | Adidas Pullover  | \$ 47.69             |
| 64035          | Shop pant  | \$ 34.19             |
| 64208          | Lightweight hooded jacket                              | \$ 29.69             |
| 64325          | Womens regular fit jeans                               | \$ 33.29             |
| 64326          | Women's skinny black jeans                             | \$ 44.99             |
| 64744          | Hi viz hoodie  | \$ 54.50             |
| 65240          | Carhartt polo  | \$ 32.99             |
| 65241          | Polo- men's  | \$ 27.99             |
| 65242          | Female polo  | \$ 25.19             |
| 65498          | Polo   | \$ 32.99             |
| 65499          | Female polo  | \$ 32.99             |
| 65653          | Women's silk touch polo                                | \$ 15.98             |
| 66133          | 100% cotton ss tee                                     | \$ 8.09              |
| 67036          | 100% cotton LS tee                                     | \$ 11.99             |
| 67092          | 50/50 crew neck sweatshirt                             | \$ 14.99             |
| 67093          | 50/50 pullover hoodie                                  | \$ 18.00             |
| 67096          | cotton pocket tee shirt                                | \$ 10.49             |

| 67199 | Henley  | \$ 20.99  |
|-------|---|-----------|
| 67220 | Hooded full zip sweatshirt                            | \$ 29.99  |
| 67222 | 50/50 ss tee shirt                                    | \$ 8.99   |
| 67223 | 50/50 pocket tee shirt ss                             | \$ 10.49  |
| 67249 | Polo- discontinued                                    | \$ 27.99  |
| 67257 | Women's polo- discontinued                            | \$ 27.99  |
| 67286 | Long sleeve cotton tee                                | \$ 10.49  |
| 67538 | hi viz cap  | \$ 12.00  |
| 67741 | Carhartt Force tee shirt                              | \$ 22.99  |
| 68605 | Hi viz rain pant                                      | \$ 29.69  |
| 69835 | Columbia women's jacket                               | \$ 62.99  |
| 70999 | Carhartt Sherpa Vest                                  | \$ 77.99  |
| 71002 | Carhartt Jacket                                       | \$ 137.99 |
| 71321 | tall long sleeve silk touch polo                      | \$ 25.88  |
| 71411 | long sleeve 50/50 blend tee                           | \$ 9.00   |
| 71445 | Wrangler jeans  | \$ 27.99  |
| 71581 | 50/50 pocket tee shirt ss                             | \$ 7.25   |
| 71608 | 100% polyester tee shirt- short and long sleeve       | \$ 7.18   |
| 71628 | 50/50 hooded sweatshirt                               | \$ 15.50  |
| 71631 | 50/50 full zip hoodie                                 | \$ 21.38  |
| 72177 | Relaxed fit 5 pocket jean                             | \$ 19.79  |
| 72213 | Silk touch polo with pocket                           | \$ 18.68  |
| 73135 | womens straight leg denim jean                        | \$ 17.99  |
| 73136 | Hi viz long sleeve tee                                | \$ 21.50  |
| 73138 | hi viz full zip hoodie                                | \$ 52.00  |
| 73466 | Columbia full zip jacket                              | \$ 62.99  |
| 73860 | Enhanced Visibility reflective stripe beanie          | \$ 10.78  |
| 78072 | Berne lightweight ripstop jacket we are discontinuing | \$ 40.69  |
| 78074 | dickies stretch jeans- womens discontinued            | \$ 28.69  |
| 78244 | UA Double threat hoodie- discontinued                 | \$ 53.99  |
| 78424 | Port Authority Wide Brim hat                          | \$ 17.98  |
| 80519 | Fleece jacket- discontinuing                          | \$ 25.19  |
| 80753 | detachable duck hood- discontinued                    | \$ 24.99  |
| 80769 | Fleece liner- discontinued                            | \$ 42.99  |
| 82367 | Industrial work shirt-discontinued                    | \$ 15.23  |
| 82714 | Hooded jacket- discontinued                           | \$ 67.99  |
| 872   | Jacket liner for 974 jacket                           | \$ 17.99  |
| 92254 | Adidas Polo- discontinued                             | \$ 42.99  |
| 971   | Ike jacket- discontinued                              | \$ 42.99  |
| 974   | Twill Sport Work Jacket                               | \$ 37.99  |
| 9922  | Face Mask- No longer carry                            | \$ 4.19   |