

MASTER PURCHASE ORDER



DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.	SC-00009306	
City & County of Denver		Date:	7/8/2024	Revision No.
Purchasing Division		Payment Terms	Net 30	Resolution (as applicable):
201 West Colfax Avenue, Dept. 304		Freight Terms	FOB DESTINATION	
Denver, CO 80202		Ship Via	Vendor Best Way	
United States		Analyst:	Leann Rush	
Phone: 720-913-8100 Fax: 720-913-8101		Phone/Email:	(303) 342-2298 / leann.rush@flydenver.com	

Workday Supplier ID: DENVR0000093264 Phone: (949) 910-1718 Email: Herzogb2@cintas.com

Cintas Corporation No. 2
 97627 Eagle Way
 Chicago, IL 60678
 Attn: Brett Herzog

Ship To: Denver International Airport
 8500 Pena Blvd.
 Denver, CO 80249

Colorado Secretary of State ID: 20001108705
 U.S. Federal SAM Registry Verification Date: 06/17/2024

Bill To: As Specified By Agency

1. Goods/Services:

CINTAS CORPORATION NO. 2, a Nevada corporation authorized to do business in Colorado (“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 may 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. The Chief Executive Officer of the City’s Department of Aviation (“DEN”) or their designee or successor in function (the “CEO”), authorizes and directs all Orders under this Master Purchase Order. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the Global Communications & Marketing division. The relevant Senior Vice President (the “SVP”) or their designee (the “Director”) will designate a Project Manager to coordinate Orders under this Master Purchase Order. Orders shall be processed in accordance with the Project Manager’s directions.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit B** and shall be held firm for the first year of the Term of this Master Purchase Order (the “Rates”). Upon each anniversary of the Effective Date, the Rates shall be automatically increased by five percent (5%) or the amount of the percentage increase in the Consumer Price Index (“CPI”) for the most recently available previous twelve (12) month period, whichever is higher (each, an “Annual Adjustment”). The CPI used to calculate each Annual Adjustment would be the Table 1. Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, by expenditure category, All items, (<https://www.bls.gov/news.release/cpi.t01.htm>), as issued and revised by the Bureau of Labor Statics for the United State Department of Labor. Vendor shall provide the City a revised **Exhibit B** within thirty (30) days of each Annual Adjustment, reflecting the then-current Rates after each Annual

Adjustment. Should Vendor realize a significant increase in raw material, labor, or transportation costs due to unusual market conditions for which it has no control greater than the CPI that necessitates additional price adjustment during a given twelve (12) month period during the Term of this Master Purchase Order, Vendor will present the City with the proposed new Rates and explanation for the proposed increased Rates. The City may elect to adopt the Vendor's proposed new Rates in accordance with the provisions of this Section 3 or may elect to replace any affected items with substituted items or remove affected items from this Master Purchase Order in accordance with the provisions of this Section 3. Notwithstanding the foregoing and without requiring amendment to this Master Purchase Order, the City may, through an authorization or similar form issued by the SVP and signed by Vendor, make minor changes, additions, or deletions to the Rates without change to the Maximum Amount.

4. Term/Renewal:

The Term of this Master Purchase Order shall commence on the date of the City's signature hereto (the "Effective Date") and shall expire three (3) years from the Effective Date, unless terminated in accordance with the terms stated herein (the "Expiration Date"). The Term of this Master Purchase Order may be extended for two (2) additional one-year periods, on the same terms and conditions, by written notice from the City to Vendor. However, no extension of the Term shall increase the Maximum Amount stated below. If the Term expires prior to Vendor providing all goods and/or services pursuant to any outstanding Orders under this Master Purchase Order, subject to the prior written approval of the CEO, this Master Purchase Order shall remain in full force and effect until completion of any outstanding Orders placed prior to the Expiration Date. Vendor has no right to compensation for any goods and/or services provided after the Expiration Date without such express approval from the CEO.

5. Liquidated Damages:

A. If the Vendor fails to deliver Standard Uniforms (hereafter defined) in Standard Uniform Sizes (hereafter defined), as specified below in this Section 5, within the timeframes specified herein or any extension thereof approved in writing by the Director, the actual damages to the City for the delay would be difficult to determine. In lieu of actual damages for the breaches specified in this Section 5 only, the Vendor shall pay to the City as fixed, liquidated damages, and not as a penalty, the amount of \$1.00 per calendar day of delay per individual employee affected with respect to the Rental Program (as such term is defined in **Exhibit A**). Liquidated damages will toll beginning on the day after the end of the specified timeframe and ending on the day that Vendor delivers the associated rental uniform, garment, or item; this will be tracked by "Order Cycle Time Report" (provided by Vendor). The City shall have the right to deduct said liquidated damages from any amount due or that may become due to the Vendor or to collect such liquidated damages from the Vendor. In addition to liquidated damages specified herein, the City reserves all its rights and remedies provided in this Master Purchase Order and at law, including but not limited to the City's right to claim actual damages and additional costs incurred by the City as a result of the Vendor's breach of this Master Purchase Order. Any garment that is not listed as a Standard Uniform in the table outlined in this Section 5 shall be deemed a "Non-Standard Garment." Non-Standard Garments shall not be subject to the liquidated damages provisions set forth herein.

B. Unless extended as approved in writing by the Director, Vendor shall pay liquidated damages for any delays exceeding the following timeframes:

- a. For initial delivery of Standard Uniforms under the Rental Program, within forty-five (45) calendar days after the Fitting Event. Initial delivery of Standard Uniforms under the Rental Program shall

be deemed complete with respect to each employee when Vendor has delivered at least five (5) complete uniforms, as specified by the City’s initial selection of uniforms provided under the Rental Program.

- b. For replacement of Standard Uniform Sizes under the Rental Program, within fourteen (14) calendar days of the Rental PM’s (as such term is defined in **Exhibit A**) request for or approval of such replacement.
- c. For repairs and modifications to Standard Uniforms under the Rental Program, within fourteen (14) calendar days of the Rental PM’s request for or approval of such repair or modification.
- d. For size changes to Standard Uniforms under the Rental Program, within fourteen (14) calendar days from date of pick-up of old complement.
- e. For delivery of Standard Uniforms for new employees after initial delivery under the Rental Program, within twenty-one (21) calendar days of the Rental PM’s request for or approval of the order.

C. Vendor shall, no later than the expiration of each of the above timeframes, provide to the Rental PM a report documenting Vendor’s compliance. DEN may confirm delivery of each rental uniform, garment, or item as stated in each report.

D. Vendor may request an extension of any required timeframe specified herein by delivery of written request detailing the circumstances surrounding the request to the Rental PM, which request may be approved or rejected at the City’s sole, but reasonable, discretion; provided, however, that no extension shall exceed the stated timeframe by more than twenty-eight (28) calendar days.

E. “Standard Uniforms” shall mean the following garments in the Standard Uniform Sizes (hereafter defined):

- X361 Softshell jacket
- X396 Carhartt Ripstop Shirt
- X74533 Carhartt Ripstop Pant
- X912 Coverall
- X270 Cargo pant
- X395 Cathy pant
- X392 Carhartt FR shirt

A list of Standard Uniforms sizes below (the “Standard Uniform Sizes”):

Item Description	Size	Sleeve/Fit	Length
Work Shirts	Small-2XL	Short-Sleeve, Long-Sleeve	
Work Pants	28-45 waist		under 35
Jackets	Small-2XL	Long-Sleeve	
Coveralls	35-53	Regular Fit	

*Any sleeve or body length outside of regular will be categorized as a Non-Standard Garment.

6. Non-Exclusive:

This Master Purchase Order is non-exclusive and does not create an exclusive right for Vendor to provide the goods and services described herein. The City may, at any time, award other agreements or purchase orders to other vendors, contractors, or consultants for the same or similar goods and/or services described herein. In the event of a dispute between Vendor and any other party at DEN, including DEN itself, as to the privileges of the parties under their respective agreements, the CEO shall determine the privileges of each party and Vendor agrees to be bound by the CEO's decision. The City does not guarantee any minimum purchase other than as provided herein.

7. 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) request Vendor to repair and/or replace the goods or substitute other services at Vendor's expense; or (3) 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.

8. 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 Denver Revised Municipal Code ("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.

9. 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.

10. Invoice:

Each invoice shall include: (i) the Purchase Order number; (ii) individual itemization of the goods/services, including description of product, quantity of product, and locker number; (iii) an invoice number and date; (iv) ordering department's name and "ship to" address; and (v) agreed upon payment terms set forth herein.

11. 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 Master Purchase Order notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00) (the "Maximum Amount"). 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.

12. 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. Vendor has no authority to bind City on any contractual matters.

13. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are (i) new and free from all liens and encumbrances and (ii) are merchantable. For the avoidance of doubt, the representation and warranty set forth in romanette (ii) shall be expressly subject to the exclusions set forth in **Exhibit A** with respect to FRC (defined therein) and high visibility garments. Vendor shall pass through to the City all manufacturer warranties for the goods supplied under this Master Purchase Order to the extent that Vendor has the right to do so. Vendor does not adopt, guarantee, or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. To the extent any embroidery or alteration work directly performed by Vendor voids a manufacturer's warranty for any product, Vendor shall provide an equivalent warranty on its own. EXCEPT AS EXPRESSLY SET FORTH HEREIN (INCLUDING IN ANY EXHIBIT ATTACHED HERETO), THE GOODS FURNISHED HEREUNDER

SHALL BE PROVIDED “AS-IS” AND “WITH ALL FAULTS” AND VENDOR EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

14. 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 Master 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 Master Purchase Order up to the total Master Purchase Order Amount. Notwithstanding anything contained in this Master 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.*

15. Termination:

A. Suspension. The City may suspend performance of this Master Purchase Order at any time with or without cause. Upon receipt of notice from the Director, Vendor shall, as directed in the notice, stop work and submit an invoice for any work performed but not yet billed. Any milestones or other deadlines shall be extended by the period of suspension unless otherwise agreed to by the City and Vendor. The Expiration Date shall not be extended as a result of a suspension.

B. Termination for Convenience. The City may terminate this Master Purchase Order at any time without cause upon sixty (60) days’ prior written notice to Vendor.

C. Termination for Cause. In the event Vendor fails to perform any provision of this Master Purchase Order, the City may either:

- i. Terminate this Master Purchase Order for cause with ten (10) days prior written notice to Vendor;
or
- ii. Provide Vendor with written notice of the breach and allow Vendor an Opportunity to Cure.

D. Opportunity to Cure. Upon receiving the City’s notice of breach pursuant to Section 15(C)(ii), Vendor shall have five (5) days to commence remedying its defective performance. If Vendor diligently cures its defective performance to the City’s satisfaction within a reasonable time as determined by the City, then this Master Purchase Order shall not terminate and shall remain in full force and effect. If Vendor fails to cure the breach to the City’s satisfaction, then the City may terminate this Master Purchase Order pursuant to Section 15(C)(i).

E. Compensation for Services Performed Prior to Suspension or Termination Notice. Subject to Section 15(F) below, if this Master Purchase Order is suspended or terminated, the City shall pay Vendor the reasonable cost of only those services performed to the satisfaction of the CEO prior to the notice of suspension or termination. Vendor shall submit a final invoice for these costs within thirty (30) days of the date of the notice. Vendor has no right to compensation for services performed after the notice unless directed to perform those services by the City as part of the suspension or termination process or as provided in Section 15(F) below.

F. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Master Purchase Order pursuant to Section 15(B), Vendor may request reimbursement from the City of the reasonable costs of orderly termination associated with the Termination for Convenience as part of its submittal of costs pursuant to Section 15(E). In no event shall the total sums paid by the City pursuant to this Master Purchase Order, including Sections 15(E) and 15(F), exceed the Maximum Amount.

G. No Claims. Upon termination of this Master Purchase Order, Vendor shall have no claim of any kind against the City by reason of such termination or by reason of any act incidental thereto. Vendor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of termination.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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, pleads nolo contendere, 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.

21. Insurance:

Vendor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit C** (“Insurance Requirements”) during the Term of this Master Purchase Order, including any extensions of the Term of this Master Purchase Order or other extended period stipulations stated in **Exhibit C**. All certificates of insurance must be received and accepted by the City before an airport access or work commences. Vendor shall ensure and document that all subcontractors performing services or providing goods hereunder procure and maintain insurance coverage that is appropriate to the primary business risks for their respective scopes of performance. At minimum, such insurance must conform to all applicable requirements of DEN Rules and Regulations Part 230 and all other applicable laws and regulations. The City in no way warrants or represents the minimum limits contained herein are sufficient to protect Vendor from liabilities arising out of the performance of the terms and conditions of this Master Purchase Order by Vendor, its agents, representatives, employees, or subcontractors. Vendor shall assess its own risks and maintain higher limits and/or broader coverage as it deems appropriate and/or prudent. Vendor is not relieved of any liability or other obligations assumed or undertaken pursuant to this Master Purchase Order by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall the City be liable for any of the following: (i) business interruption or other consequential damages sustained by Vendor; (ii) damage, theft, or destruction of Vendor’s inventory, or property of any kind; or (iii) damage, theft, or destruction of an automobile, whether or not insured. The Vendor and the City understand and agree that the City, its elected and appointed officials, employees, agents and volunteers are relying on, and do not waive or intend to waive by any provisions of this Master Purchase Order, the monetary limitations and any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 to 120, or otherwise available to the City, its elected and appointed officials, employees, agents and volunteers.

22. 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.

23. 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.

24. No Construction Against Drafting Party:

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

25. 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. Upon payment to Vendor, all records, data, deliverables, and any other work product prepared by Vendor for the purpose of performing this Master Purchase Order on or before the day of the payment, whether a periodic or final payment, shall become the sole property of the City. Upon request by the City, or based on any schedule agreed to by Vendor and the City, Vendor shall provide the City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Vendor or otherwise saved or maintained by Vendor as part of the services provided to the City under this Master Purchase Order. All such data/files shall be provided to the City electronically in a format agreed to by the parties. Vendor also agrees to allow the City to review any of the procedures Vendor uses in performing any work or other obligations under this Master Purchase Order, and to make available for inspection any and all notes, documents, materials, and devices used in the preparation for or performance of any of the scope of work, for up to three (3) years after termination of this Master Purchase Order. Upon written request from the City, Vendor shall deliver any information requested pursuant to this Section within thirty (30) business days in the event a schedule or otherwise agreed-upon timeframe does not exist. Notwithstanding anything to the contrary contained in this Master Purchase Order, (i) nothing herein shall be construed to assign or transfer any copyright, trademark, patent, or other proprietary or intellectual property rights used by Vendor to develop the drawings, designs, processes, inventions, specifications or other technical information under this Master Purchase Order and (ii) nothing herein shall be construed to prevent Vendor from using Vendor's general know-how, tools, expertise, skill and understanding possessed prior to or gained during the course of providing goods and services hereunder.

26. Colorado Open Records Act:

A. Vendor acknowledges that the City is subject to the provisions of the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-201 *et seq.*, and Vendor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which Vendor asserts is confidential or otherwise exempt from disclosure. Any other provision of this Master Purchase Order notwithstanding, all materials, records, and information provided by Vendor to the City shall be considered confidential by the City only to the extent provided in CORA, and Vendor agrees that any disclosure of information by the City consistent with the provisions of CORA shall result in no liability of the City.

B. In the event of a request to the City for disclosure of such information, time and circumstances permitting, the City will make a good faith effort to advise Vendor of such request in order to give Vendor the opportunity to object to the disclosure of any material Vendor may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Vendor objects to disclosure, the City, in its sole and absolute discretion, may file an application to the Denver District Court for a determination of whether disclosure is required or exempted. In the event a lawsuit to compel disclosure is filed, the City may tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Vendor agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Vendor does not wish disclosed. Vendor agrees to defend, indemnify, and hold harmless

the City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Vendor's objection to disclosure, including prompt reimbursement to the City of all reasonable attorney's fees, costs, and damages the City may incur directly or may be ordered to pay by such court, including but not limited to time expended by the City Attorney Staff, whose costs shall be computed at the rate of two hundred dollars and no cents (\$200.00) per hour of City Attorney time

27. Examination of Records and Audits:

A. 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 Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. § 20-276.

B. Additionally, Vendor agrees until the expiration of three (3) years after the final payment under this Master Purchase Order, any duly authorized representative of the City, including the CEO, shall have the right to examine any pertinent books, documents, papers and records of Vendor related to Vendor's performance under this Master Purchase Order, including communications or correspondence related to Vendor's performance, without regard to whether the work was paid for in whole or in part with federal funds or was otherwise related to a federal grant program.

C. In the event the City receives federal funds to be used toward the services performed under this Master Purchase Order, the Federal Aviation Administration ("FAA"), the Comptroller General of the United States and any other duly authorized representatives shall have access to any books, documents, papers and records of Vendor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Vendor further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

28. 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. In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of Vendor. The City making any such payment when any breach or default exists shall not impair or prejudice any right or remedy available to the City with respect to such breach or default.

29. No Discrimination in Employment:

In connection with the performance of work under the Master Purchase Order, the Vendor 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 Vendor shall insert the foregoing provision in all subcontracts.

30. 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.

31. 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.

32. Advertising and Public Disclosure:

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 Vendor's advertising or public relations materials without first obtaining the written approval of the Director or their authorized representative.

33. Bond Ordinances:

This Master Purchase Order s in all respects subject and subordinate to any and all City bond ordinances applicable to the Airport System and to any other bond ordinances with amend, supplement, or replace such bond ordinances.

34. Prevailing Wages:

A. To the extent required by law, Vendor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, Sections 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, Vendor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for the contract were encumbered.

If contract opportunity was not advertised, date of execution: ###/###/#####.

B. Sample wages rates can be found at the following link; however, contact the assigned prevailing wage analyst or technician for the wage schedule(s) assigned to your project. <https://www.denverauditor.org/denverlabor/>

C. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is

applicable. Unless expressly provided for in this Master Purchase Order, Vendor shall receive no additional compensation for increases in prevailing wages or fringe benefits.

D. Vendor shall provide the Auditor with a list of all subcontractors providing any services under this Master Purchase Order. Vendor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Master Purchase Order.

E. Vendor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

F. If Vendor fails to pay workers as required by the Prevailing Wage Ordinance, Vendor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if Vendor fails to pay required wages and fringe benefits.

35. Denver Wage Laws:

The services being requested in this solicitation may involve services that are covered pursuant to the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26, D.R.M.C. To the extent applicable to Vendor's provision of services hereunder, Vendor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26, D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Master Purchase Order, Vendor expressly acknowledges that Vendor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by Vendor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein. Additionally, Vendor agrees that the contract shall require compliance with all current and future federal and state laws and City ordinances.

Wages can be found here: <https://www.denverauditor.org/denverlabor/>

36. Sensitive Security Information:

Vendor acknowledges that, in the course of providing the goods and services under this Master Purchase Order, Vendor may be given access to Sensitive Security Information ("SSI"), as material is described in the Code of Federal Regulations, 49 C.F.R. Parts 15 and 1520. Vendor understands any questions it may have regarding its obligations with respect to SSI must be referred to DEN's Security Office.

37. DEN Security:

A. Vendor, its officers, authorized officials, employees, agents, subcontractors, and those under its control, shall comply with safety, operational, or security measures required of Vendor or the City by the FAA or Transportation Security Administration ("TSA"). If Vendor, its officers, authorized officials, employees, agents, subcontractors or those under its control, fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against the City, then, in addition to any other remedies available to the City, Vendor shall fully reimburse the City any fines or penalties levied against the City, and any attorney fees or related costs paid by the City as a result of any such violation.

Vendor must pay this amount within fifteen (15) days from the date of the invoice or written notice. Any fines and fees assessed by the FAA or TSA against the City due to the actions of Vendor and/or its agents will be deducted directly from the invoice for that billing period.

B. Vendor is responsible for compliance with Airport Security regulations and 49 C.F.R. Parts 1542 (Airport Security) and 14 C.F.R. Parts 139 (Airport Certification and Operations). Any and all violations pertaining to Parts 1542 and 139 resulting in a fine will be passed on to and borne by Vendor. The fee/fine will be deducted from the invoice at time of billing.

38. Federal Rights:

This Master Purchase Order is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Airport System. As applicable, Vendor shall comply with the Standard Federal Assurances identified in **Appendix No. 1**.

39. Cooperative Purchasing:

This Master Purchase Order is pursuant to D.R.M.C. § 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of Omnia Partners Contract No. R-BB019002.

40. City Council Approval:

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

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Cintas Corporation No. 2
(Company Name)

City and County of Denver, Purchasing Division

By: *Brett Herzog*
(Authorized Signature)

By: *Leann Rush*

Print Name: Brett Herzog

Print Name: Leann Rush

Title: Public-Sector Account Manager

Title: Senior Procurement Analyst

Date: 7.30.24

Date: 8/1/2024

Procurement Manager: *Charise Glass*

EXHIBIT A

Vendor: Cintas Corporation No. 2
Solicitation/ Award Title: DEN Uniform Rental
Solicitation No. /Internal File Reference Location: 16046

It is recommended that you use your Supplier Contract No. SC-00009306, in all future correspondence and/or other communications.

The Vendor, as defined in the Master Purchase Order to which this **Exhibit A** is attached, will provide uniform services to approximately 300 uniformed employees across multiple divisions at Denver International Airport (“DEN”) through a rental uniform program (“Rental Program” or “Project”). All capitalized terms used in this **Exhibit A** shall have the same meaning as defined in the Master Purchase Order.

In implementing the Rental Program, Vendor shall be responsible for providing branded uniforms at the commencement of the Term of the Master Purchase Order, as specified by DEN, collecting soiled uniforms and cleaning the same on a weekly basis, and returning cleaned uniforms to the properly designated locations at DEN. The specific requirements applicable to Vendor’s provision of the Rental Program are specified herein. DEN anticipates that during the Term of the Master Purchase Order, DEN may phase out its use of the Rental Program and transition to full-time use of the purchase program under a separate master purchase order. Upon DEN’s direction, Vendor will assist with this transition as specified further herein.

Vendor shall ensure that all garments and items meet stringent quality control standards as detailed herein and shall maintain adequate stock so that garments and items are available for purchase.

Throughout the Term of the Master Purchase Order, Vendor shall operate the Project in a professional manner. Accordingly, Vendor shall designate one employee as the point of contact for any DEN communications regarding the Project (the “Vendor’s Project Lead”). The Vendor’s Project Lead is currently Brett Herzog; if Vendor desires to designate a different person as the Vendor’s Project Lead, Vendor shall request approval from DEN for such change. The Vendor’s Project Lead shall take a proactive approach towards Vendor’s compliance with the Master Purchase Order; accordingly, the Vendor’s Project Lead shall proactively identify issues with Vendor’s performance and shall report to DEN on a weekly basis with updates regarding all aspects of the Project, including but not limited to implementation of the Rental Program. In communicating with DEN, the Vendor’s Project Lead shall contact DEN’s project manager for the Rental Program, currently Dave Matos (“Rental PM”). If another individual is assigned as the Rental PM, DEN shall communicate such change to Vendor’s Project Lead by email.

Selection of Uniforms. At the commencement of the Term of the Master Purchase Order, Vendor shall request DEN’s specification of the types, quantity, and sizes of uniforms to be supplied for the Rental Program. Vendor shall provide the weekly price of each uniform item to aid DEN in making its selection. Vendor shall deliver sample uniforms to DEN within 30 days of the commencement of the Term of the Master Purchase Order. Vendor shall advise the Rental PM regarding which uniform components are suited for the designated application of duty. Upon receipt of DEN’s selection, Vendor shall provide the selected uniforms within 30 days. In addition to those uniforms selected for specific personnel, Vendor shall provide a complement of loaner uniforms as specified by the Rental PM to be used by new personnel before their rental uniforms are delivered.

Types of Uniforms; Seasonal Switch. Vendor shall ensure that all uniforms are available in both men’s and women’s specifications in the Standard Uniform Sizes. Vendor shall, upon written request of the Rental PM, provide uniforms in smaller or larger sizes than the Standard Uniform Sizes above as needed and shall use its best efforts to deliver such odd-sized uniforms in the same timeframe as specified for typical-sized uniforms; provided,

however, if Vendor cannot meet these delivery timeframes for odd-sized uniforms, Vendor shall notify the Rental PM of any such delay and state the estimated timeline for delivery and the efforts that Vendor is taking to make prompt delivery. Vendor shall replace uniforms that are the wrong size (due to DEN ordering the wrong size and not when Vendor has delivered the wrong size, in which case Vendor shall remedy its error immediately) promptly upon request by the Rental PM. Vendor shall provide both winter (i.e., long sleeve, outerwear, etc.) and summer (i.e., short sleeve, etc.) versions of uniforms and shall coordinate with the Rental PM to schedule the switch between seasonal uniforms. For the avoidance of doubt, odd-sized uniforms shall be considered Non-Standard Garments (as such term is defined in the Master Purchase Order), and shall not be subject to Section 5 of the Master Purchase Order.

Personnel Measurement. Vendor shall measure personnel for proper uniform fit. Vendor shall arrange with the Rental PM for on-site measurement during both day and evening shifts. During the first month of the Term of the Master Purchase Order, Vendor shall be on-site for at least three (3) days during shift hours, two (2) times over a two (2) week period. Thereafter, Vendor shall be available on an as-needed basis to measure new personnel. Alternatively to providing on-site measurement, and at DEN's sole discretion, Vendor may provide a fit set of each uniform component in all sizes so that personnel may try different sizes to determine the correct size of each uniform component. DEN's election to use this fit set alternative shall not relieve Vendor from its obligation to provide on-site measurement if so directed by the Rental PM.

Alterations. Vendor shall perform alterations for uniforms supplied for the Rental Program at no additional cost to DEN. Vendor shall complete alterations and deliver altered uniforms within 14 days of receipt of the request from the Rental PM.

Laundering of Rental Uniforms. Vendor shall launder all uniforms supplied for the Rental Program. All uniforms must be laundered, cleaned and pressed to the expectation of DEN. DEN reserves the right to approve or request new uniforms depending upon the appearance and the employees' function. DEN will deposit uniforms in receptacles supplied by Vendor (the "Laundry Bins") and located in various locations at DEN specified by the Rental PM. Where each of the Laundry Bins is located, Vendor must accommodate the separation of uniforms to allow for uniforms in need of mending or repair to be placed in one Laundry Bin, uniforms recommended for replacement in another Laundry Bin, and uniforms in need of laundering in a third Laundry Bin. Each Laundry Bin must: (a) provide a smell containment mechanism keep smells to a minimum; (b) be covered and locked to prevent pilfering; and (c) be of sufficient size or quantity to meet the needs of DEN. Vendor shall pick up all uniforms deposited in the Laundry Bins on the Delivery Day (as defined below); simultaneously, Vendor shall retrieve all wire hangers left at the Laundry Bins for recycling by Vendor.

Repair and Replacement of Rental Uniforms. Uniforms supplied for the Rental Program that are deposited in Laundry Bins designated for repair or replacement shall be repaired or replaced by Vendor, respectively. If, upon inspection of such uniforms, Vendor does not believe that repair or replacement, as applicable, is appropriate, Vendor's Project Lead shall promptly contact the Rental PM and provide Vendor's reasoning for such decision. The Rental PM shall review the Vendor's Project Lead's assessment and direct Vendor's Project Lead on how to proceed. In order to maintain a professional appearance, DEN will not accept rental uniforms with mends or patching larger than dime size or with 2 or more apparent mending sites. The repair or mending of a uniform shall not detract from the uniform's appearance.

Delivery of Rental Uniforms. Vendor shall deliver uniforms supplied for the Rental Program (whether at initial delivery or after having been laundered, repaired, or replaced) on hangers to the assigned locker for each uniform. At the commencement of the Term of the Master Purchase Order, the Rental PM shall provide Vendor's Project Lead with a register of all assigned lockers where uniforms will be delivered. Vendor shall deliver the uniforms

on a designated day each week (the “Delivery Day”); at the commencement of the Term of the Master Purchase Order, Vendor shall designate the Delivery Day by communicating such designation to the Rental PM. If the Delivery Day occurs on an observed City holiday, Vendor shall deliver the uniforms on the day prior to the Delivery Day unless otherwise previously approved in writing by the Rental PM. Vendor shall deliver uniforms for newly-hired personnel (i.e., those not participating in the Rental Program as of the commencement of the Term of the Master Purchase Order) within 14 days of selection by the Rental PM.

Maintenance, Repair, Replacement, and Removal of Lockers. Lockers used for the Rental Program are supplied by the Vendor at no additional cost to DEN. Vendor has previously provided sufficient quantity of lockers for the Rental Program and no additional lockers are anticipated to be required. Vendor shall maintain lockers in good working order and shall repair or replace any lockers as needed at Vendor’s sole cost; provided, however, that Vendor may request that DEN pay for repair or replacement of lockers where damage is caused by DEN. Upon DEN’s determination that any locker is no longer needed for the Rental Program (including if DEN terminates the Rental Program), at DEN’s sole discretion, Vendor shall promptly remove the locker at Vendor’s sole cost as directed by the Rental PM.

Unscheduled Pickup and Delivery of Rental Uniforms. Vendor shall make unscheduled early pickup and delivery of uniforms supplied under the Rental Program, as notified by the Rental PM, between October 1st and June 1st due to severe weather conditions that would otherwise cause uniform shortages.

Rental Uniform Labeling & Tracking. Vendor shall maintain its current automated tracking system to track uniforms to each specific employee. Vendor’s system shall provide an easy tracking system and a method of tracking a specific garment to a specific employee that includes a numbered designation of 1-11 for their compliment, respectively, for the purposes of tracking and billing. Vendor shall ensure that the material and placement of the barcode does not to cause irritation to the individual wearing the garment. Vendor’s automated tracking system shall correlate to an online customer portal accessible by DEN for purposes of tracking employee garments (the “Tracking Platform”) that includes at least the following:

- Employee;
- Uniform allotment;
- Cost;
- Number of times cleaned; and
- Mending and/or Replacement statistics.

Vendor’s Tracking Platform shall 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 reports may be used to track and evaluate the Vendor’s service under the Master Purchase Order. Each report generated by the Tracking Platform shall contain at least the following fields:

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

Warranty; Replacement of Uniforms. All uniforms furnished under the Rental Program shall be guaranteed by the Vendor to be new and free from any defects at time of delivery. Uniforms showing defects in any aspect shall immediately be replaced at no cost to DEN. Frayed, badly worn, or shrunk garments shall be replaced throughout the Term of the Master Purchase Order. Stained uniforms shall be laundered to the DEN’s satisfaction or replaced

as requested by the Rental PM. Vendor shall replace the complement of rental uniforms annually unless the wear does not warrant such replacement, in DEN's sole discretion. This requirement is separate from the seasonal switch. The Rental PM may at any time throughout the Term of the Master Purchase Order request that the Vendor provide new uniforms at no additional cost to DEN.

Flame Resistant Garments. To the extent FRC (hereafter defined) is provided under the Rental Program, the City agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under the Master Purchase Order and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). THE CITY ACKNOWLEDGES THAT VENDOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. VENDOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH THE CITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. The City agrees to notify all employees and other agents of the City who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. The City acknowledges that compliance with any and all occupational health and safety laws or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of the City. Further, the City releases Vendor from any and all liability that results or may result from the use of the FRC including, but not limited to, any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat.

High Visibility Garments. To the extent high visibility garments are provided under the Master Purchase Order, the City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If a garment needs to be replaced outside of normal wear and tear, DEN will be charged the then current replacement value. The City acknowledges and understands that the garments alone do not ensure visibility of the wearer. The City further acknowledges that Vendor is relying upon the City to determine whether any garments need repair or replacement to maintain the required level of visibility. Vendor represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. The City acknowledges that Vendor has made no other representations, covenants or warranties whether express or implied, related to the garments. Further, the City hereby releases Vendor from any and all liability that results or might result from the failure of the high visibility garments to function per ANSI/ISEA standards.

Labeling. All garments and items shall have a care label permanently affixed detailing the care instructions, lot number, size, fiber content, and wool product labeling (WPL) number of the garment or item.

Garment/Item Samples. In addition to delivery of uniforms, garments, and other items available through the Rental Program discussed above, Vendor shall, throughout the Term of the Master Purchase Order and upon request by the Rental PM, furnish samples of available uniform pieces, garments, or other items so that DEN may confirm quality and to keep the same on hand. Any mutually approved sample furnished shall create the standard that the whole of the products shall conform to the sample.

Invoicing. For all services except purchases under the Rental Program that are paid at the time the order is placed, Vendor will submit invoices to DEN at the time each order is shipped for services provided under the Rental Program, as specified in the Master Purchase Order. All invoices shall be consistent with the requirements for

invoices set forth in the Master Purchase Order and shall not deviate from the pricing set forth in the Master Purchase Order.

Customer Service. Vendor shall provide seamless service and support to DEN throughout the Term of the Master Purchase Order. Vendor's Project Lead shall serve as the Vendor's dedicated customer service representative to DEN and manage a dedicated account management team. The Vendor's Project Lead shall function in the capacity of a manager or executive to oversee the account and handle all disputes and problems discovered by Vendor or reported by DEN and as a dedicated customer service representative that assists the Rental PM as needed.

The Vendor's Project Lead shall be available to meet locally or via electronic/conference call at the commencement of the Term of the Master Purchase Order and on a quarterly basis thereafter or more frequently as requested by the Rental PM. Vendor's Project Lead shall respond to inquiries from the Rental PM within one (1) business day. Vendor shall provide customer service and support at no additional cost to DEN.

Vendor shall furnish all necessary labor, equipment, and supplies necessary to perform the services required under the Master Purchase Order. DEN will decide in DEN's sole discretion all questions arising regarding the sufficiency or acceptability of all services and goods provided under the Master Purchase Order.

Estimated Quantities; No Guarantee of Purchase. DEN does not guarantee that it will order for rental any quantity of item listed or described herein.

EXHIBIT B

RENTAL PROGRAM		PRICE	
Item	Men	Women	
Insulated Coveralls	\$0.98	\$0.98	
Soft Shell Jacket	\$0.94	\$0.94	
100% Cotton Button Down Shirt	\$0.27	\$0.27	
100% Cotton Cargo Pant	\$0.36	\$0.36	
Other Uniform Options			
Carhartt Rugged Flex-Shirt	\$0.44	N/A	
Cintas Comfort Shirt	\$0.18	N/A	
Cargo Pant 70/30 Poly-Cotton Blend	\$0.35	N/A	
Cintas Comfort Pant	\$0.19	N/A	
PURCHASE PROGRAM		PRICE	
Item	Men	Women	
Insulated Coveralls	\$109.99	N/A	
Tech pant	\$54.99	\$54.99	
Tech Shorts	\$29.99	\$29.99	
Tactical - Style Cargo Pant	\$63.99	N/A	
Tactical - Style Cargo Short	\$39.99	\$39.99	
Denim Jean Work Pant	\$52.99	\$52.99	
Soft Shell Jacket	\$89.89	N/A	
Cardigan Sweater	\$54.99	\$54.99	
Quarter Zip Pullover	\$45.99	\$45.99	
Zippered Vest	\$41.95	\$41.95	
Hoodie	\$65.99	N/A	
Moisture Management Polo	\$15.99	\$15.99	
Long Sleeve Button Down Shirt	\$17.99	\$17.99	
Baseball Cap - special orders - cap america # i5000	\$15.99	N/A	

ADDITIONAL COSTS / FEES (Rental Program)	PRICE
Description	
"Advantage Programs" available for Rental Garments	Dependent on product selected
Service Charge	\$0
Make Up Charge per Garment	\$1.53 (waived on install & waived with Advantage)

EXHIBIT C

**CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR DEPARTMENT OF AVIATION
GOODS AND SERVICES AGREEMENT**

A. Certificate Holder and Submission Instructions

Contractor must provide a Certificate of Insurance as follows:

Certificate Holder: CITY AND COUNTY OF DENVER
Denver International Airport
8500 Pena Boulevard
Denver, CO 80249
Attn/Submit to: uniforms@flydenver.com

- ACORD Form (or equivalent) certificate is required.
- Contractor must be evidenced as a Named Insured party.
- Electronic submission only, hard copy documents will not be accepted.
- Reference on the certificate must include the City-assigned Contract Number, if applicable.

The City may at any time modify submission requirements, including the use of third-party software and/or services, which may include an additional fee to the Contractor.

B. Defined Terms

1. “Agreement” as used in this exhibit refers to the contractual agreement to which this exhibit is attached, irrespective of any other title or name it may otherwise have.
2. “Contractor” as used in this exhibit refers to the party contracting with the City and County of Denver pursuant to the attached Agreement.

C. Coverages and Limits

1. Commercial General Liability

Contractor shall maintain insurance coverage including bodily injury, property damage, personal injury, advertising injury, independent contractors, and products and completed operations in minimum limits of \$1,000,000 each occurrence, \$2,000,000 products and completed operations aggregate; if policy contains a general aggregate, a minimum limit of \$2,000,000 annual policy aggregate must be maintained.

- a. Coverage shall include Contractual Liability covering liability assumed under this Agreement (including defense costs assumed under contract) within the scope of coverages provided.
- b. Coverage shall include Mobile Equipment Liability, if used to perform services under this Agreement.
- c. If a “per location” policy aggregate is required, “location” shall mean the entire airport premises.

2. Business Automobile Liability

Contractor shall maintain a minimum limit of \$1,000,000 combined single limit each occurrence for bodily injury and property damage for all owned, leased, hired and/or non-owned vehicles used in performing services under this Agreement.

- a. If operating vehicles unescorted airside at DEN, a \$10,000,000 combined single limit each occurrence for bodily injury and property damage is required.
- b. If Contractor does not have blanket coverage on all owned and operated vehicles and will require unescorted airside driving privileges, then a schedule of insured vehicles (including year, make, model and VIN number) must be submitted with the Certificate of Insurance. If transporting waste, hazardous material, or regulated substances, Contractor shall carry a Broadened Pollution Endorsement and an MCS 90 endorsement on its policy.
- c. If Contractor does not own any fleet vehicles and Contractor's owners, officers, directors, and/or employees use their personal vehicles to perform services under this Agreement, Contractor shall ensure that Personal Automobile Liability including a Business Use Endorsement is maintained by the vehicle owner, and if appropriate, Non-Owned Auto Liability by the Contractor. This provision does not apply to persons solely commuting to and from the airport.
- d. If Contractor will be completing all services to DEN under this Agreement remotely and not be driving to locations under direction of the City to perform services this requirement is waived.

3. Workers' Compensation and Employer's Liability Insurance

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits no less than \$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.

- a. Colorado Workers' Compensation Act allows for certain, limited exemptions from Worker's Compensation insurance coverage requirements. It is the sole responsibility of the Contractor to determine their eligibility for providing this coverage, executing all required documentation with the State of Colorado, and obtaining all necessary approvals. Verification document(s) evidencing exemption status must be submitted with the Certificate of Insurance.

4. Property Insurance

Contractor is solely responsible for any loss or damage to its real or business personal property located on DEN premises including, but not limited to, materials, tools, equipment, vehicles, furnishings, structures and personal property of its employees and subcontractors unless caused by the sole gross negligence of the City.

5. Excess/Umbrella Liability

Combination of primary and excess coverage may be used to achieve minimum required coverage limits. Excess/Umbrella policy(ies) must follow form of the primary policies with which they are related to provide the minimum limits and be verified as such on any submitted Certificate of Insurance.

D. Reference to Project and/or Contract

The City Project Name, Title of Agreement and/or Contract Number and description shall be noted on the Certificate of Insurance, if applicable.

E. Additional Insured

For all coverages required under this Agreement (excluding Workers' Compensation, Employer's Liability and Professional Liability, if required), Contractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers as Additional Insureds by policy endorsement.

F. Waiver of Subrogation

For all coverage required under this Agreement (excluding Professional Liability, if required), Contractor's insurer(s) shall waive subrogation rights against the City and County of Denver, its elected and appointed officials, successors, agents, employees, and volunteers by policy endorsement.

If Contractor will be completing all services to the City under this Agreement remotely and not be traveling to locations under the direction of the City to perform services, this requirement is waived specific to Worker's Compensation coverage.

G. Notice of Material Change, Cancellation or Nonrenewal

Each certificate and related policy shall contain a valid provision requiring notification to the Certificate Holder in the event any of the required policies be canceled or non-renewed or reduction in required coverage before the expiration date thereof.

1. Such notice shall reference the DEN assigned contract number related to this Agreement.
2. Such notice shall be sent thirty (30) calendar days prior to such cancellation or non-renewal or reduction in required coverage unless due to non-payment of premiums for which notice shall be sent ten (10) calendar days prior.
3. If such written notice is unavailable from the insurer or afforded as outlined above, Contractor shall provide written notice of cancellation, non-renewal and any reduction in required coverage to the Certificate Holder within three (3) business days of receiving such notice by its insurer(s) and include documentation of the formal notice received from its insurer(s) as verification. Contractor shall replace cancelled or nonrenewed policies with no lapse in coverage and provide an updated Certificate of Insurance to DEN.
4. In the event any general aggregate or other aggregate limits are reduced below the required minimum per occurrence limits, Contractor will procure, at its own expense, coverage at the requirement minimum per occurrence limits. If Contractor cannot replenish coverage within ten (10) calendar days, it must notify the City immediately.

H. Cooperation

Contractor agrees to fully cooperate in connection with any investigation or inquiry and accept any formally tendered claim related to this Agreement, whether received from the City or its representative. Contractor's failure to fully cooperate may, as determined in the City's sole discretion, provide cause for default under the Agreement. The City understands acceptance of a tendered claim does not constitute acceptance of liability.

I. Additional Provisions

1. Deductibles or any type of retention are the sole responsibility of the Contractor.
2. Defense costs shall be in addition to the limits of liability. If this provision is unavailable that limitation must be evidenced on the Certificate of Insurance.
3. Coverage required may not contain an exclusion related to operations on airport premises.
4. A severability of interests or separation of insureds provision (no insured vs. insured exclusion) is included under all policies where Additional Insured status is required.
5. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City under all policies where Additional Insured status is required.
6. If the Contractor procures or maintains insurance policies with coverages or limits beyond those stated herein, such greater policies will apply to their full effect and not be reduced or limited by the minimum requirements stated herein.
7. All policies shall be written on an occurrence form. If an occurrence form is unavailable or not industry form for a given policy type, claims-made coverage will be accepted by the City provided the retroactive date is on or before the Agreement Effective Date or the first date when any goods or services were provided to the City, whichever is earlier, and continuous coverage will be maintained or an extended reporting period placed for three (3) years (eight (8) years for construction-related agreements) beginning at the time work under this Agreement is completed or the Agreement is terminated, whichever is later.
8. Certificates of Insurance must specify the issuing companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by an authorized representative and must be submitted to the City at the time Contractor signed this Agreement.
9. The insurance shall be underwritten by an insurer licensed or authorized to do business in the State of Colorado and rated by A.M. Best Company as A- VIII or better.
10. Certificate of Insurance and Related Endorsements: The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. All coverage requirements shall be enforced unless waived or otherwise modified in writing by DEN Risk Management. Contractor is solely responsible for ensuring all formal policy endorsements are issued by their insurers to support the requirements.

11. The City shall have the right to verify, at any time, all coverage, information, or representations, and the insured and its insurance representatives shall promptly and fully cooperate in any such audit the City may elect to undertake including provision of copies of insurance policies upon request. In the case of such audit, the City may be subject to a non-disclosure agreement and/or redactions of policy information unrelated to verification of required coverage.
12. No material changes, modifications, or interlineations to required insurance coverage shall be allowed without the review and written approval of DEN Risk Management.
13. Contractor shall be responsible for ensuring the City is provided updated Certificate(s) of Insurance prior to each policy renewal.
14. Contractor's failure to maintain required insurance shall be the basis for immediate suspension and cause for termination of this Agreement, at the City's sole discretion and without penalty to the City.

J. Part 230 and the DEN Airport Rules and Regulations

If the minimum insurance requirements set forth herein differ from the equivalent types of insurance requirements in Part 230 of the DEN Airport Rules and Regulations, the greater and broader insurance requirements shall supersede those lesser requirements, unless expressly excepted in writing by DEN Risk Management. Part 230 applies to Contractor and its subcontractors of any tier.