

MASTER PURCHASE ORDER



DO NOT INVOICE TO THIS ADDRESS		Workday™ Supplier Contract No.		SC-00009305	
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: (610) 662-4242 Email: naughtonj@cintas.com

Cintas Corporation No. 2 Ship To: Denver International Airport
 97627 Eagle Way 8500 Pena Blvd.
 Chicago, IL 60678 Denver, CO 80249
 Attn: Jim Naughton

Colorado Secretary of State ID: 20001108705 Bill To: As Specified By Agency
 U.S. Federal SAM Registry Verification Date:06/17/2024

1. Goods:

CINTAS CORPORATION NO. 2, a Nevada corporation authorized to do business in Colorado (“Vendor”), shall provide the goods, 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 by placing an online order with Vendor (“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 for the goods is contained on **Exhibit A** and shall be held firm until June 1, 2025 (the “Rates”). Upon each June 1 during the Term of this Master Purchase Order, 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 pricing table to be inserted in **Exhibit A** 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 goods with substituted goods or remove affected goods 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 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 provided after the Expiration Date without such express approval from the CEO.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive and does not create an exclusive right for Vendor to provide the goods 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 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.

6. Inspection and Acceptance:

Vendor shall provide the goods in accordance with the standard of care exercised by highly competent vendors in its industry. City may inspect all goods prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods that are defective or do not meet specifications. City's failure to accept or reject goods shall not relieve Vendor from its responsibility for such goods that are defective or do not meet specifications nor impose liability on City for such goods. If any part of the goods 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 provide a substitute good at Vendor's expense; or (3) reject and return the goods at Vendor's cost at Vendor's expense for full credit. Any rejected goods are not to be replaced without written (may be in the form of an email) 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. shipping point (Chicago, Mason) 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, 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 following Orders of goods. Vendor shall comply with any additional delivery terms specified herein. 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 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. 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 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, including style number, description of product, any modifications, size, and color; (iii) per unit price, extended and totaled; (iv) "ship to" address; (v) freight charges; and (viii) 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. 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 Two Million Five Hundred Thousand Dollars and Zero Cents (\$2,500,000.00) (the "Maximum Amount"). Vendor acknowledges that any goods 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 reserves the right to setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order; provided, however, that City will endeavor to negotiate resolution of any such claims with Vendor and may, at City's discretion, accept Vendor-issued credits as compensation for any such claims and utilize such credits for purchases under this Master Purchase Order in lieu of payment from City funds.

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 provided without such verification are provided at Vendor's risk. 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 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, 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.

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 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.*

14. 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 goods produced pursuant to an Order 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 14(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 14(C)(i).

E. Compensation for Goods Provided Prior to Suspension or Termination Notice. Subject to Section 14(F) below, if this Master Purchase Order is suspended or terminated, the City shall pay Vendor the reasonable cost of only those goods provided 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 goods provided after the notice unless directed to provide those goods by the City as part of the suspension or termination process or as provided in Section 14(F) below.

F. Reimbursement for Cost of Orderly Termination. In the event of Termination for Convenience of this Master Purchase Order pursuant to Section 14(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 14(E). In no event shall the total sums paid by the City pursuant to this Master Purchase Order, including Sections 14(E) and 14(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.

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. 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, 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.

20. Insurance:

Vendor shall obtain and keep in force all of the minimum insurance coverage forms and amounts set forth in **Exhibit B** (“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 B**. 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 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.

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 provide the goods 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 hereunder.

25. 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.

26. 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 goods provided 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.

27. 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.

28. 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.

29. 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.

30. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods 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.

31. Advertising and Public Disclosure:

Vendor shall not include any reference to the Master Purchase Order 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.

32. 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.

33. 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.

34. 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 goods 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/>

35. Sensitive Security Information:

Vendor acknowledges that, in the course of providing the goods 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.

36. 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.

37. 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.

38. 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.

39. 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: DocuSigned by:
Wendy Vollrath
63EC8878030A4DA
(Authorized Signature)

By: Leann Rush

Print Name: Wendy Vollrath

Print Name: Leann Rush

Title: President & COO Design Collective by Cintas

Title: Senior Procurement Analyst

Date: 8/8/2024

Date: 8/12/2024

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EF
8/8/2024

Procurement Manager: Charise Glass

EXHIBIT A

Vendor: Cintas Corporation No. 2
Solicitation/ Award Title: DEN Uniform Purchase
Solicitation No. /Internal File Reference Location: 16045

It is recommended that you use your Supplier Contract No. SC-00009305, 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 garments to approximately 300 uniformed employees across multiple divisions at Denver International Airport (“DEN”) through a branded clothing purchase program (“Purchase 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 Purchase Program, Vendor shall be responsible for providing a catalog of garments that will be available for DEN, individual DEN employees, or contractors/Contractors (with DEN’s written permission) to purchase. Vendor shall maintain this catalog of garments on an online platform accessible to DEN employees which will allow shipping of purchased garments to a location of the purchaser’s choosing. As part of the Purchase Program, Vendor shall provide design options to DEN in order to aid DEN’s selection and customization of garments. At DEN’s direction, Vendor shall provide non-branded garments and other goods for online purchase through the Purchase Program.

Vendor shall ensure that all garments and other goods meet stringent quality control standards as detailed herein and shall maintain adequate stock so that garments and other goods 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 Carol Callahan; 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 existing Orders under the Purchase Program. In communicating with DEN, the Vendor’s Project Lead shall contact DEN’s project manager for the Purchase Program, currently Valeria Rodriguez (“Purchase PM”). If another individual is assigned as the Purchase PM, DEN shall communicate such change to Vendor’s Project Lead by email.

Selection of Inventory. At the commencement of the Term of the Master Purchase Order, Vendor’s inventory for the Purchase Program is set forth below in this Exhibit A, including price of each garment and any other pertinent information (i.e., sizing, lead time, etc.). In addition to the garments listed below, Vendor may offer and the City may purchase garments published on the DEN Purchase Website (defined below) at the rates provided therein. Vendor shall publish the complete garments on the DEN Purchase Website (defined below) and make the garments available for purchase.

DEN Purchase Website. Vendor shall create, manage, and operate a website that will be used for authorized persons to review and place orders for the garments available through the Purchase Program (the “DEN Purchase Website”). Vendor shall ensure that the DEN Purchase Website is accessible to authorized users twenty-four (24) hours per day, every day of each year, so that authorized users are able to place orders for inventory at any time.

The DEN Purchase Website shall permit purchasers to pay for purchases using a pre-loaded annual stipend as determined by DEN or a credit card if the stipend is depleted or not provided. In addition, Vendor shall ensure that the DEN Purchase Website allows the Purchase PM to place orders that will be invoiced upon shipment.

Delivery of Purchased Garments. Vendor shall deliver all garments purchased through the Purchase Program to the delivery address specified by the purchaser for each order. Vendor shall display on the order confirmation page of the DEN Purchase Website the estimated delivery date of the garments included in each order and shall promptly process each order so that delivery is made by such date; provided, however, that if an order cannot be delivered by such estimated delivery date, Vendor shall inform the purchaser of the delay and provide the new delivery date.

Quality of Purchased Garments; Warranty. Vendor shall deliver only new and unused garments purchased through the Purchase Program. Vendor shall guarantee that all garments purchased through the Purchase Program are new, the correct size, and free from any defects and shall replace any defective or incorrectly delivered products immediately and at no cost to DEN or the purchaser. Vendor's warranty as provided in the Master Purchase Order shall apply to all garments and workmanship for customized garments.

Flame Resistant Garments. To the extent FRC (hereafter defined) is provided under the Purchase 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 garments 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.

Alterations, Lead-Times & Remedy. Vendor shall provide alterations services for garments purchased through the Purchase Program at a nominal fee to DEN. Lead-time for orders of stock garment with no garment modification is two (2) business days. Lead-time for orders of stock garments with a single modification (embroidery, hemming, etc.) is seven to twelve (7-12) business days. Lead-time for orders of stock garments with two (2) or more modifications (embroidery, hemming, etc.) is twelve to fifteen (12-15) business days. Lead-time for drop ship garments typically run in the seven to twenty-one (7-21) business day range on such garments. Additional lead-times may apply to customized orders for 100 pieces or more. Vendor shall communicate with DEN or the purchaser on order-specific lead-times as necessary, or if the lead times exceed current standards. If a garment is not in-house or is on backorder, the lead times could vary. All lead-times start on the first business day the order is available to drop into Vendor's distribution center, after Vendor's receipt of an order, unless the order is not able to be processed by Vendor due to lack of information from DEN or the purchaser or DEN or the purchaser is not in good standing or DEN or the purchaser places an order for a customized, out of stock, or back-ordered garments, in which case delivery deadlines will be mutually agreed to by the Parties. Should Vendor fail to achieve the delivery times listed above, Vendor shall cure such failure by delivering the order by expedited shipping at Vendor's expense within thirty (30) calendar days after DEN sends notice of such failure through electronic communication. Upon receipt of notice from DEN that a shipment received by DEN is not compliant with the order that DEN placed, Vendor shall issue credit in the amount of the order for DEN's future use through the Purchase Program, and deliver replacement Products by expedited shipping at Vendor's expense.

Service Requirements. Contractor will service DEN or purchaser based on the following:

1. **Freight:** Shipments will be F.O.B. Shipping Point (Chicago/Mason) ground, best way surface shipment unless otherwise specified on the DEN or purchaser's purchase order. Shipments will be made in accordance with instructions received from DEN's corporate headquarters, or from the purchaser's purchase order(s). Freight will be prepaid by Vendor and added to DEN or purchaser's invoice.
2. **Rush Order charges:** All Vendor's ready to wear stocked product orders that are requested by DEN or purchaser to be shipped earlier than current lead times will be assessed a one dollar and fifty cents (\$1.50) Rush Order charge per garment unless due to Vendor's error or omission.
3. **Trademarks:** The City hereby grants to Vendor only for the Term of this Master Purchase Order, a royalty-free license with the right, to use the City's (including DEN's) name and trademark logo ("Trademark") only for the manufacturing and delivery of garments and promotional materials to the City pursuant to this Master Purchase Order. Vendor agrees not to claim or to assert any right of ownership in or to the Trademark or the goodwill associated therewith and shall not initiate any regulatory or other action respecting the Trademark which may destroy, damage or impair in any way the ownership or rights of the City in and to the Trademark. Vendor shall not register anywhere in the world in its own name, or on behalf of any other person or entity, any of the Trademark, and shall not associate the Trademark with any articles.
4. **Marketing Collateral:** Vendor shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.
5. **Returns:** Returns will be accepted on unworn, unwashed general ready to wear garments. There will be a restocking charge on all returned garments after sixty (60) days from delivery unless return is caused by Vendor; provided, however, that any such restocking charge shall be deducted from the returned funds and will not be charged separately to DEN. Claims for returns by DEN or purchaser must be asserted within one (1) year from date of shipment.

Days	Charge
0-60	0%
61-75	10%
76-90	15%
91-180	25%
181-365	75%
366+	100%

6. **Custom or Specially Manufactured Garments:** Custom or specially manufactured garments not stocked in a Vendor’s Distribution Center (including drop ship garments), special orders, modified garments, custom sizes, or other altered garments are not subject to exchange, cancellation or return except in the event of defect in materials or workmanship. In such event, Vendor will replace, repair, or issue refund at its discretion.
7. **Cancellation:** Cancellation of any order and/or purchase order received from DEN will be accepted only prior to Vendor’s release of DEN order and/or purchase order to Vendor’s distribution center or manufacturing plant. Thereafter any cancellation by DEN that is greater than fifty thousand dollars (\$50,000) with an order date equal to or greater than thirty (30) days from receipt by Vendor will receive a cancellation fee equal to seventy percent (75%) of the original order amount. Any additional or contradictory cancellation terms contained in any initial, purchase order, or subsequent order or communication from DEN and/or a purchaser are hereby expressly objected to and shall be of no effect.
8. Vendor reserves the right, in its discretion to adjust any service charges, rush fees and/or return charges, at any time, during the Term of this Master Purchase Order; provided, however, that Vendor shall provide the City with sixty (60) days’ prior notice of any change in service charges, rush fees, and/or return charges subject to this provision and such change shall not become effective until at least sixty (60) days after the City receives such notice.
9. Any DEN’s account catalog, pricing, incentives, allotment programs or fees with Vendor set forth in this Exhibit A and/or Exhibit B shall be effective within sixty (60) days from the Effective Date of this Master Purchase Order or any amendment thereto.

Labeling. All garments and other goods 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 other good.

Garment/Other Good Samples. In addition to delivery of uniforms, garments, and other goods available through the Purchase Program discussed above, Vendor shall, throughout the Term of the Master Purchase Order and upon request by the Purchase PM, furnish samples of available uniform pieces, garments, or other goods 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 garments shall conform to the sample.

Invoicing. For purchases under the Purchase Program, Vendor will submit invoices to DEN at the time each Order is shipped, 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 Purchase 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 Purchase PM. Vendor's Project Lead shall respond to inquiries from the Purchase 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 provide the goods required under the Master Purchase Order. DEN will decide in DEN's sole discretion all questions arising regarding the sufficiency or acceptability of all goods provided under the Master Purchase Order.

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

PRICE LIST

Product # or Reference # for Fabric/Trims	Product/Fabric Description and Color	Size Range Inventoried By Cintas	Base Size Ranges	Product Base Price	Alteration or Embroidery or Trim Y/N
		<i>(If different than base sizes range)</i>	<i>(Base sizes) (Extended sizes) Only added upon customer request or different than standard upcharges</i>	<i>(Base Price) (Extended Sizes) Only added upon customer request or different than standard upcharges</i>	<i>(Emblem info & #) (\$\$ charge per item)</i>
060066-33	Nike qtr zip/poly/charcoal	S-4XL	S-XL	72.99	D382MC/5.25
	Nike qtr zip/poly/charcoal		2XL-3XL	76.99	D382MC/5.25
	Nike qtr zip/poly/charcoal		4XL	79.99	D382MC/5.25
070955-29	Polo/Female/poly/purple	XS-3XL	S-XL	17.99	D3LW1C/5.25
	Polo/Female/poly/purple		2XL-3XL	21.99	D3LW1C/5.25
070949-29	Polo/Male/poly/purple	XS-XL	2XL-3XL	17.99	D3LW1C/5.25
	Polo/Male/poly/purple		4XL-5XL	24.99	D3LW1C/5.25
070899-33	Zip off Sleeve jacket/charcoal	XS-4XL	XS-XL	69.99	D382/MC/5.25 U04717/12.95
	Zip off Sleeve jacket/charcoal		2XL-3XL	77.99	D382/MC/5.25 U04717/12.95
	Zip off Sleeve jacket/charcoal		4XL	81.99	D382/MC/5.25 U04717/12.95

115903-31	Zipper cardigan/acrylic/grey	XS-4XL	XS-XL	49.99	D382MC/ 5.25
	Zipper cardigan/acrylic/grey		2XL-3XL	54.99	D382MC/ 5.25
	Zipper cardigan/acrylic/grey		4XL	59.99	D382MC/ 5.25
116550-35	Tech female pants/nylon/black	0-24W	0-16	49.99	
	Tech female pants/nylon/black		16W-20W	53.99	
	Tech female pants/nylon/black		22W-24W	56.99	
116549-35	Tech male pants/nylon/black	28-50	28-40	49.99	
	Tech male pants/nylon/black		42-46	53.99	
	Tech male pants/nylon/black		48-50	59.99	
270-35	Cargo pants/male/cotton poly/ black	28-60	28-40	30.99	
	Cargo pants/male/cotton poly/ black		42-46	37.99	
	Cargo pants/male/cotton poly/ black		48-52	40.99	
	Cargo pants/male/cotton poly/ black		54-60	45.99	
370-35	Cargo shorts/male/cotton poly/black	28-52	28-40	26.99	
	Cargo shorts/male/cotton poly/black		42-46	33.99	
	Cargo shorts/male/cotton poly/black		48-52	36.99	
46818-35	Carhartt lined Bib Overall male/black	S-5XL	S-4XL	109.99	
	Carhartt lined Bib Overall male/black		5XL	121.99	
389-35	Cathy Cargo Pants female/cotton poly/black	0-36	0-16	32.99	
	Cathy Cargo Pants female/cotton poly/black		18-22	36.99	
	Cathy Cargo Pants female/cotton poly/black		22-24	39.99	
	Cathy Cargo Pants female/cotton poly/black		26-28	42.99	
	Cathy Cargo Pants female/cotton poly/black		30-36	47.99	
61581-33	Moisture mgmt. polo/male/poly/grey	S-6XL	S-XL	15.99	D382MC/5.25 U04665/12.95: U05370/5.95

	Moisture mgmt. polo/male/poly/grey		2XL-3XL	19.99	D382MC/5.25 U04665/12.95: U05370/5.95
	Moisture mgmt. polo/male/poly/grey		4XL-5XL	22.99	D382MC/5.25 U04665/12.95: U05370/5.95
	Moisture mgmt. polo/male/poly/grey		6XL	25.99	D382MC/5.25 U04665/12.95: U05370/5.95
61582-33	Moisture mgmt. polo female/poly/grey	XS-3XL	XS-XL	15.99	D382MC/5.25 U04665/12.95: U05370/5.95
	Moisture mgmt. polo female/poly/grey		2XL-3XL	19.99	D382MC/5.25 U04665/12.95: U05370/5.95
	Moisture mgmt. polo female/poly/grey				D382MC/5.25 U04665/12.95: U05370/5.95
380-35	Susan Cargo shorts/female/cotton poly/black	0-28	0-20	26.99	
	Susan Cargo shorts/female/cotton poly/black		22-26	33.99	
	Susan Cargo shorts/female/cotton poly/black		28	36.99	
388-35	Susan Cargo pants/female/cotton poly/black	0-36	0-16	32.99	
	Susan Cargo pants/female/cotton poly/black		18-20	36.99	
	Susan Cargo pants/female/cotton poly/black		22-24	39.99	
	Susan Cargo pants/female/cotton poly/black		26-28	42.99	
	Susan Cargo pants/female/cotton poly/black		30-36	47.99	
115788-35	Levi male jean/ cotton/ black	29-50	29-40	52.99	
	Levi male jean/ cotton/ black		42-46	59.99	
	Levi male jean/ cotton/ black		48-50	62.99	
115785-35	Levi female jean/cotton/black	26-FEB	2-16W	52.99	

	Levi female jean/cotton/black		18-20W	56.99	
	Levi female jean/cotton/black		22-24W	59.99	
	Levi female jean/cotton/black		26	62.99	
117726-33	Male quarter zip/poly/grey	S-5XL	S-XL	45.99	D382MC/5.25
	Male quarter zip/poly/grey		2XL-3XL	53.99	D382MC/5.25
	Male quarter zip/poly/grey		4XL-5XL	57.99	D382MC/5.25
935-33	Comfort shirt male/polycotton/grey/ls	XS-7XL	XS-XL	17.99	D382MC/ 5.25
	Comfort shirt male/polycotton/grey/ss		2XL-3XL	21.99	D382MC/ 5.25
	Comfort shirt male/polycotton/grey/ss		4XL-5XL	24.99	D382MC/ 5.25
	Comfort shirt male/polycotton/grey/ss		6XL-7XL	27.99	D382MC/ 5.25
92613-32	Carhartt/hoodie/male/ cotton poly/grey	S-4XL	S-XL	65.99	D382MC/ 5.25
119010-33	Core Soft vest female/poly/grey	XS-4XL	XS-XL	41.99	D382MC/ 5.25
	Core Soft vest female/poly/grey		2XL-3XL	49.99	D382MC/ 5.25
	Core Soft vest female/poly/grey		4XL	53.99	D382MC/ 5.25
119009-32	Core soft vest male/poly/grey	XS-4XL	XS-XL	41.99	D382MC/ 5.25
	Core soft vest male/poly/grey		2XL-3XL	49.99	D382MC/ 5.25
	Core soft vest male/poly/grey		3XL	53.99	D382MC/ 5.25
901731-29	Custom Violet shirt female/fusion	2XS-5XL	SAME FOR ALL SIZES 36+ PRICE	69.99	
901729-29	Custom Violet shirt male/fusion	2XS-5XL	SAME FOR ALL SIZES 36+ PRICE	69.99	
901732-29	Custom plaid shirt female/fusion	2XS-5XW	SAME FOR ALL SIZES 36+ PRICE	90.00	
901730-29	Custom plaid shirt male/fusion	SM-5XL	SAME FOR ALL SIZES 36+ PRICE	90.00	

92611-00	Columbia bahama shirt/male /poly/ white	XS-3XL	XS-XL	50.98	D382MC/ 5.25
	Columbia bahama shirt/male /poly/ white		2XL-3XL	54.98	D382MC/ 5.25
92612-00	Columbia bahama shirt/female/poly/white	XS-1XW	XS-XL	50.98	D382MC/ 5.25
	Columbia bahama shirt/female/poly/white		1XW	54.98	D382MC/ 5.25
118267-00	Relaxed fix painter pants/male/cotton poly/white	28-48	28-40	30.99	
	Relaxed fix painter/pants/male/cotton poly/white		42-46	37.99	
	Relaxed fix painter pants/male/cotton poly/white		48	40.99	

Note:

1. Do prices noted above include embroidery, modifications and/or trim application?

Yes No

If no, all embroidery, modification, and/or trim application will be added to the price above at Contractor's standard matrix pricing and may adjust throughout the term of this agreement at Contractor's discretion.

2. Custom fabrics, trims and components to support your program are itemized above?

Yes No

Prices listed above reflect that of Cintas base sizes, upcharges for larger sizes apply and may adjust throughout the term of this agreement at Cintas discretion.

CUSTOMER UNIFORM PROGRAM - EXTENDED SIZE CHARGES

Missy/Unisex/Male	XS-XL	2X-3X	4X-5X	6X+		22-24H & C	26-28H & D	30H+ & E	50-54 Male	56-60 Male	62+ Male	18-18-1/2 Male	19-19-1/2 Male	20+ Male	42-46 Bottoms	48-52 Bottoms	54+ Bottoms	
Women's		1XW-3XW	4XW-5XW	6XW+	16W-20W	22W-24W	26W-28W	30W+										
STANDARD CATEGORIES																		
Accessories / Belts		\$2.00														\$2.00	\$2.00	\$2.00
Aprons		\$2.00	\$2.00				\$2.00	\$2.00										
Blouses		\$4.00	\$7.00	\$10.00	\$2.00	\$4.00	\$7.00	\$10.00										
Blazers		\$10.00	\$15.00	\$25.00	\$5.00	\$10.00	\$15.00	\$25.00	\$10.00	\$15.00	\$25.00							
Banquet / Tailored / Bustiers		\$5.00	\$10.00	\$15.00	\$5.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00							
Lab Coats and Smocks		\$2.00	\$4.00	\$7.00		\$2.00	\$4.00	\$7.00	\$2.00	\$4.00	\$7.00							
Chef Coats		\$5.00	\$10.00	\$13.00					\$5.00	\$10.00	\$13.00							
Scrubs		\$3.00	\$4.00	\$7.00														
Golf Shirts		\$4.00	\$7.00	\$10.00														
Tees		\$2.00	\$5.00	\$7.00														
Sweatshirt/Fleece/Windshirts		\$4.00	\$7.00	\$10.00														
Outerwear/Coverall/Jumpsuits		\$8.00	\$12.00	\$15.00		\$8.00	\$12.00	\$15.00	\$8.00	\$12.00	\$15.00							
Pants/Slacks/Shorts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00	
Housekeeping Slacks/Pants		\$3.00	\$5.00	\$10.00											\$3.00	\$5.00	\$10.00	
Shirts		\$4.00	\$7.00	\$10.00								\$4.00	\$7.00	\$10.00				
Skirts		\$7.00	\$10.00	\$15.00	\$4.00	\$7.00	\$10.00	\$15.00										
Sweaters		\$5.00	\$10.00	\$15.00														
Tunics		\$3.00	\$5.00	\$7.00		\$3.00	\$5.00	\$7.00										
Dresses		\$4.00	\$7.00	\$10.00		\$4.00	\$7.00	\$10.00										
Vests																		
Poly Cotton Polyester		\$3.00	\$5.00	\$10.00	\$2.00	\$3.00	\$5.00	\$10.00	\$3.00	\$5.00	\$10.00							
Poly/Wools_100% MicroFiber		\$5.00	\$10.00	\$15.00	\$2.00	\$5.00	\$10.00	\$15.00	\$5.00	\$10.00	\$15.00							
Bell/Door Officer		\$10.00	\$10.00	\$25.00		\$10.00	\$10.00	\$25.00	\$10.00	\$10.00	\$25.00							
FLAME RESISTANT PRODUCTS (FR)																		
FR Shirts		\$7.00	\$10.00	\$15.00								\$7.00	\$10.00	\$15.00				
FR Outerwear/Coveralls		\$15.00	\$18.00	\$25.00		\$15.00	\$18.00	\$25.00	\$15.00	\$18.00	\$25.00							
FR Sweatshirts		\$7.00	\$10.00	\$15.00														
FR Polos		\$7.00	\$10.00	\$15.00														
FR Tees		\$4.00	\$7.00	\$10.00														
FR Pants/Slacks		\$7.00	\$10.00	\$15.00		\$7.00	\$10.00	\$15.00							\$7.00	\$10.00	\$15.00	
FR Lab Coats and Smocks		\$4.00	\$6.00	\$10.00		\$4.00	\$6.00	\$10.00	\$4.00	\$6.00	\$10.00							

Note: Cintas reserves the right to adjust Extended Size Charges at its discretion.

(If any category is omitted, priced per order)

Note: Longs (Blazers) \$5.00 additional charge for all sizes

Note: Talls (All Categories) \$2.00 additional charge for all sizes

EXHIBIT B

**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 final 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.