

AGREEMENT

THIS AGREEMENT FOR GOODS AND SERVICES (“Agreement”) is made and entered into as of the date stated on City’s signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting on behalf of its Department of Aviation (“City”), and **CINTAS CORPORATION NO. 2**, a corporation organized under the laws of the state of Nevada and authorized to do business in Colorado (“CINTAS” or “Supplier”) (collectively “Parties”).

WITNESSETH:

WHEREAS, City owns, operates, and maintains Denver International Airport (“DEN”); and

WHEREAS, City desires to obtain Uniform Rental and Laundering, Uniform Design Services and Uniform Purchasing and related goods and services; and

WHEREAS, City participates in cooperative purchasing arrangements as authorized by Denver Revised Municipal Code Sec. 20-64.5 and Supplier was selected through a competitive selection process issued by the government cooperative purchasing entity U.S. Communities (Contract R-BB-19002), however it is understood that the terms and conditions of this Agreement supersede and replace all terms of and conditions of Contract R-BB-19002 ; and

WHEREAS, Supplier is qualified, willing, and able to provide the goods and perform the services, as set forth in this Agreement in a timely, efficient, and economical manner;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I LINE OF AUTHORITY

The Chief Executive Officer of the Department of Aviation (the “CEO”), her designee or successor in function, authorizes and directs all work performed under this Agreement. Until otherwise notified in writing by the CEO, the CEO has delegated the authority granted herein to the SVP - Marketing / Communications (the “SVP”). The SVP will designate a Project Manager to coordinate delivery of goods and services under this Agreement. Reports, memoranda, correspondence, and other submittals required of Supplier hereunder shall be processed in accordance with the Project Manager’s directions.

ARTICLE II DUTIES AND RESPONSIBILITIES OF SUPPLIER

A. Scope of Services. Supplier will provide goods and professional services to the City as designated by the CEO, and/or her designee, from time to time and as described in the attached **Exhibit A** (“Scope of Work”) and **Exhibit A-1** in accordance with schedules and budgets set by City. The City shall purchase one or more of the goods/services by issuing a written order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only. Any custom design services provided under this Agreement shall be provided through the issuance of an Order. Any custom designed uniforms or garments manufactured by or for Supplier and provided to the City (Custom

Deliverables) shall be provided upon the issuance of an Order describing the Custom Deliverables and the fixed rate/price for each.

B. Deliverables. Deliverables and Custom Deliverables shall be as set forth on *Exhibit A-1* or as set forth on a duly issued Order as set forth in Article II.A, above.

C. Standard of Performance. Supplier shall faithfully perform the work required under this Agreement in accordance with a commercially reasonable standard of care, skill, efficiency, knowledge, training, and judgment. Supplier hereby represents and warrants to City it will perform its services skillfully, carefully, diligently, and in a commercially reasonable manner. Supplier agrees and understands City, in its reasonable and good faith discretion, shall determine whether services are provided in a commercially reasonable manner. Supplier acknowledges that time is of the essence in its performance of all work and obligations under this Agreement.

D. Subcontractors.

1. Although Supplier may retain, hire, and contract with outside subcontractors for work under this Agreement, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the CEO. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by City. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.
2. Because Supplier's represented qualifications are consideration to City in entering into this Agreement, the CEO shall have the right to reject any proposed outside subcontractor for this work deemed by the CEO, in the CEO's sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the CEO shall have the right to limit the number of outside subcontractors or to limit the percentage of work to be performed by them, all in the CEO's sole and absolute discretion.
3. Supplier is subject to D.R.M.C. § 20-112 wherein Supplier is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven (7) days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (§§ 20-107 through 20-118).

E. Ownership and Deliverables. All records, data, drawings, designs, specifications, and any other written materials prepared by the Supplier regarding custom design work performed by the Supplier for the City shall become the sole property of the City. Supplier, upon request by the City, or based on any schedule agreed to by Supplier and the City, Supplier shall provide City with copies of the data/files that have been uploaded to any database maintained by or on behalf of Supplier or otherwise saved or maintained by Supplier as part of the services provided to the City under this Agreement. All such data/files shall be provided to the City electronically in a format agreed to by the Supplier and the City. Supplier also agrees to allow the City to review any of the procedures the Supplier uses in performing any work or other

obligations under this Agreement, 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 years after termination of this agreement. Upon written request from the City, the Supplier shall deliver any information requested pursuant to this Article II, Section E within 10 business days in the event a schedule or otherwise agreed upon timeframe does not exist.

ARTICLE III TERM AND TERMINATION

A. Term. The Term of this Agreement shall commence on Effective Date and shall terminate Three Years from the Effective Date, unless sooner terminated in accordance with the terms stated herein ("Expiration Date"). Prior to the Expiration Date, and upon mutual agreement of the Parties, the Term may be extended for two (2) one-year optional terms. The parties may exercise both one-year optional terms or only one one-year optional term. Should for any reason the Term expire prior to the completion by Supplier, in the CEO's sole discretion, this Agreement shall remain in full force and effect to permit completion of any services commenced prior to the Expiration Date.

B. Termination.

City may terminate this Agreement, in whole or in part, at any time and for any reason upon 90 days written notice to Supplier. In the event of such a termination, should the City, its departments or agencies, cancel its contract for convenience with Supplier prior to the expiration date, the City recognizes the upfront investment by Supplier inherent in a garment/facilities services Rental program and agrees to purchase all remaining garments and facilities services products in its program at 70% of the contractual Loss/Replacement value of those products at the time of cancellation, during months 1-24 of the agreement. Through months 25 through 48, the City agrees to purchase all remaining garments and facilities services products in its program at 60% of the contractual Loss/Replacement value of those at the time of the cancellation. Through months 49 through 60, the City agrees to purchase all remaining garments and facilities services products in its program at 50% of the contractual Loss/Replacement value of those products at the time of the cancellation.

ARTICLE IV COMPENSATION AND PAYMENT

A. Maximum Contract Liability. Notwithstanding any other provision of this Agreement, in no event shall City be liable for payment for goods and services rendered and expenses incurred by Supplier under the terms of this Agreement for any amount in excess of the sum of Four Million dollars (\$\$4,000,000.00) ("Maximum Contract Liability"). Suppliers pricing/rates are set forth in **Exhibit A-1** and shall remain firm for the Term of this Agreement.

B. The obligations of City under this Agreement shall extend only to monies encumbered for the purposes of this Agreement. Supplier acknowledges and understands City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City.

C. Payment under this Agreement shall be paid from funds of the Airport System of the City and County of Denver and from no other fund or source. City has no obligation to make payments from any other source. City is not under any obligation to make any future

encumbrances or appropriations for this Agreement nor is City under any obligation to amend this Agreement to increase the Maximum Contract Liability above.

D. Payment Schedule. Subject to the Maximum Contract Amount set forth in Section 4.A. of this Agreement, Supplier's fees and expenses shall be paid in accordance with this Agreement. Unless otherwise agreed to in writing, Supplier will invoice the City on a regular basis in arrears, and the City will pay each invoice in accordance with Denver's Prompt Pay Ordinance, Denver Revised Municipal Code ("D.R.M.C.") § 20-107, *et seq.*, subject to the Maximum Contract Liability set forth above. Supplier understands and agrees interest and late fees shall be payable by City only to the extent authorized and provided for in City's Prompt Payment Ordinance. Travel and any other expenses are not reimbursable unless Supplier receives prior written approval of the Project Manager and be related to and in furtherance of the purposes of the Supplier's engagement.

ARTICLE V INSURANCE, INDEMNIFICATION, AND DISPUTE RESOLUTION

A. Insurance.

1. Supplier shall obtain and keep in force during the entire term of this Agreement, all of the insurance policies described in City's form of insurance certificate which is attached to this Agreement as **Exhibit B** and incorporated herein. Such insurance coverage includes workers' compensation and employer liability, commercial general liability, business automobile liability, and professional liability. Upon execution of this Agreement, Supplier shall submit to City a fully completed and executed original of the attached insurance certificate form, which specifies the issuing company or companies, policy numbers and policy periods for each required coverage. In addition to the completed and executed certificate, Supplier shall submit a copy of a letter from each company issuing a policy identified on the certificate, confirming the authority of the broker or agent to bind the issuing company, and a valid receipt of payment of premium.

2. City's acceptance of any submitted insurance certificate is subject to the approval of City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by City's Risk Management Administrator.

3. Supplier shall comply with all conditions and requirements set forth in the insurance certificate for each required coverage during all periods in which coverage is in effect.

4. Unless specifically excepted in writing by City's Risk Management Administrator, Supplier shall include all subcontractors performing services hereunder as insureds under each required policy or shall furnish a separate certificate (on the form certificate provided), with authorization letter(s) for each subcontractor, or each subcontractor shall provide its own insurance coverage as required by and in accordance with the requirements of this section of the Agreement. All coverages for subcontractors shall be subject to all of the requirements set forth in the form certificate and Supplier shall insure that each subcontractor complies with all of the coverage requirements.

5. City in no way warrants and/or represents the minimum limits contained herein are sufficient to protect Supplier from liabilities arising out of the performance of the terms and conditions of this Agreement by Supplier, its agents, representatives, or

employees. Supplier shall assess its own risks and as it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. In no event shall either Party be liable for any business interruption or other consequential damages sustained by the other Party.

6. Except as otherwise set forth herein, the Parties hereto understand and agree that City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to City and County of Denver, its officers, officials and employees.

B. Indemnification/Limitation of Liability.

1. Supplier 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 Supplier, its agents, suppliers, employees, or representatives. Supplier's obligation shall not apply to any liability or damages which result solely from the negligence of City. Neither party shall 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 Agreement. Notwithstanding anything contained in this Agreement 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.

2. City agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and for determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CITY ACKNOWLEDGES THAT SUPPLIER 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. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CITY OR ITS EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. City agrees to notify all employees and other agents of 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. 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 City. Further, City releases Supplier from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat.

3. 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. City acknowledges and understands that the garments alone do not ensure visibility of the wearer. City further acknowledges that Supplier is relying upon City to determine whether any garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the uniforms supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. City acknowledges that Supplier has made no other representations, covenants or warranties, whether express or implied, related to the uniforms. Further, City hereby releases Supplier from any and all liability that results or might result from the failure of the garments to function per ANSI/ISEA standards.

C. DISPUTE RESOLUTION. Disputes arising under or related to this Agreement or the work which is the subject of this Agreement shall be resolved by administrative hearing which shall be conducted in accordance with the procedures set forth in D.R.M.C. §5-17. The parties agree that the determination resulting from said administrative hearing shall be final, subject only to Supplier's right to appeal the determination under Colorado Rule of Civil Procedure, Rule 106.

ARTICLE VI GENERAL TERMS AND CONDITIONS

A. Status of Supplier. It is agreed and understood by and between the parties hereto that the status of Supplier shall be an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in §9.1.1(E)(x) of the Charter of City and County of Denver, and it is not intended, nor shall it be construed, Supplier or its personnel are employees or officers of City under D.R.M.C. Chapter 18 for any purpose whatsoever.

B. Assignment. Supplier shall not assign, pledge or transfer its duties, obligations, and rights under this Agreement, in whole or in part, without first obtaining the written consent of the Project Manager. Any attempt by Supplier to assign or transfer its rights hereunder without such prior written consent shall, at the option of the Project Manager, automatically terminate this Agreement and all rights of Supplier hereunder. Such consent may be granted or denied at the sole and absolute discretion of the Project Manager.

C. Compliance with all Laws and Regulations. All the work performed under this Agreement by Supplier shall comply with all existing and future applicable laws, rules, regulations and codes of the United States and the State of Colorado and with the charter, ordinances and rules and regulations of City and County of Denver.

D. Compliance with Patent, Trademark and Copyright Laws.

Supplier agrees that all work performed under this Agreement shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. Supplier will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If Supplier prepares any documents which specify any material, equipment, process or procedure which is protected, Supplier shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

E. Notices. Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Supplier to:

Chief Executive Officer
Denver International Airport
Airport Office Building
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to:

Cintas Corporation No. 2
6800 Cintas Blvd.
Mason, Ohio 45040
Attn: President
Attn: General Counsel

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

F. Rights and Remedies Not Waived. In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenant or default which may then exist on the part of Supplier, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement by either Party shall be deemed or taken to be a waiver of any other breach.

G. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to City and Supplier, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on this Agreement. It is the express intention of City and Supplier that any person other than City or Supplier receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

H. Governing Law; Bond Ordinances; Venue.

1. This Agreement is made under and shall be governed by the laws of the State of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of City and County of Denver, and the ordinances and regulations enacted pursuant thereto.

2. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

3. Venue for any action arising hereunder shall be in City and County of Denver, Colorado.

ARTICLE VII STANDARD CITY PROVISIONS

A. Diversity and Inclusiveness.

1. The City encourages the use of qualified small business concerns doing business within the metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals.

2. The Supplier is encouraged, with respect to the goods or services to be provided under this Agreement, to use a process that includes small business concerns, when considering and selecting any subcontractors or suppliers.

B. Small Business Enterprises. Supplier is subject to City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is N/A%. Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Supplier must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors and sub-contractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Supplier to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded N/A%, for the duration of this Agreement, unless City initiates a material alteration to the Scope of Work.

C. City's Non-Discrimination Policy. In connection with the performance of Services under this Agreement, Supplier agrees not to refuse to hire, discharge, promote, demote, or to discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, and/or physical and mental disability. Supplier further agrees to insert the foregoing provision in all subcontracts hereunder

D. The Supplier is prohibited from hiring any subcontractor that is currently debarred by City in accordance with D.R.M.C § 20-77.

E. Advertising and Public Disclosures. Supplier shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Project Manager. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by City, and designs and renderings, if any, which have been accepted by City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude Supplier's use of this Agreement and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to

officials of City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

F. Colorado Open Records Act. Supplier acknowledges that City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes § 24-72-201 et seq., and Supplier agrees that it will fully cooperate with City in the event of a request or legal process arising under such act for the disclosure of any materials or information which Supplier asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by Supplier to City shall be considered confidential by City only to the extent provided in the Open Records Act, and Supplier agrees that any disclosure of information by City consistent with the provisions of the Open Records Act shall result in no liability of City.

In the event of a request to City for disclosure of such information, time, and circumstances permitting, City will make a good faith effort to advise Supplier of such request in order to give Supplier the opportunity to object to the disclosure of any material Supplier may consider confidential, proprietary, or otherwise exempt from disclosure. In the event Supplier objects to disclosure, 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 prior to City's application, City will tender all such material to the court for judicial determination of the issue of disclosure. In both situations, Supplier agrees it will either waive any claim of privilege or confidentiality or intervene in such legal process to protect materials Supplier does not wish disclosed. Supplier agrees to defend, indemnify, and hold harmless City, its officers, agents, and employees from any claim, damages, expense, loss, or costs arising out of Supplier's objection to disclosure, including prompt reimbursement to City of all reasonable attorney fees, costs, and damages City may incur directly or may be ordered to pay by such court.

G. Examination of Records.

1. In connection with any services performed hereunder on items of work toward which federal funds may be received the City, 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 Supplier which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. Supplier further agrees that such records will contain information concerning the hours and specific services performed along with the applicable federal project number.

2. Supplier agrees until the expiration of three (3) years after the final payment under this Agreement, any duly authorized representative of City, including the CEO, City's Auditor or their representatives, shall have the right to examine, upon reasonable advance notice, any pertinent books, documents, papers and records of Supplier involving transactions related to this Agreement, 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.

H. Use, Possession or Sale of Alcohol or Drugs. Supplier shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with

implementation of the policy can result in City's barring Supplier from City facilities or participating in City operations.

I. City Smoking Policy. Supplier and its officers, agents and employees shall cooperate and comply with the provisions of Denver Executive Order No. 99 and the Colorado Indoor Clean Air Act, prohibiting smoking in all City buildings and facilities.

J. Conflict of Interest. Supplier agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. Supplier represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of Supplier by placing Supplier's own interests, or the interest of any party with whom Supplier has a contractual arrangement, in conflict with those of City. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this agreement if such a conflict exists, after it has given Supplier written notice which describes such conflict.

Supplier shall have thirty (30) days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to City.

K. Prohibition Against Employment of Illegal Aliens to Perform Work Under this Agreement.

1. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes and Den. Rev. Municipal Code 20-90 and the Supplier is liable for any violations as provided in said statute and ordinance.
2. The Supplier certifies that:
 - (a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
 - (b) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
3. The Supplier also agrees and represents that:
 - (a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (b) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Supplier that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
 - (c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
 - (d) It is not prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job

applicants while performing its obligations under the Agreement and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(e) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and City within three days. The Supplier will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S. or City Auditor under authority of D.R.M.C. §20-90.3.

L. Funding Source. Payment under this Agreement shall be paid from the Airport System Fund of the City and County of Denver and from no other fund or source.

ARTICLE VIII STANDARD FEDERAL PROVISIONS

A. Sensitive Security Information. Supplier acknowledges that, in the course of performing its work under this Agreement, Supplier may be given access to Sensitive Security Information (“SSI”), as material is described in federal regulations, 49 C.F.R. part 1520. Supplier specifically agrees to comply with all requirements of the applicable federal regulations specifically, 49 C.F.R. Parts 15 and 1520. Supplier understands any questions it may have regarding its obligations with respect to SSI must be referred to the DEN’s Security Office.

B. DEN Security. Supplier, its officers, authorized officials, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Supplier or City by the FAA or TSA. If Supplier, 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 City, then, in addition to any other remedies available to City, Supplier covenants to fully reimburse City any fines or penalties levied against City, and any reasonable attorney fees or related costs paid by City as a result of any such violation. This amount must be paid by Supplier within thirty (30) days from the date of the invoice or written notice.

C. Federal Rights. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between 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 City for DEN purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System.

ARTICLE IX CONTRACT DOCUMENTS; ORDER OF PRECEDENCE

This agreement consists of Articles I through X which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

| | |
|--------------|--------------------------------------|
| Appendix 1: | Required Federal Contract Provisions |
| Exhibit A: | Scope of Work |
| Exhibit A-1: | Services, Deliverables, and Rates |
| Exhibit B: | Certificate of Insurance |

In the event of an irreconcilable conflict between a provision of Articles I through X and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Appendix 1
- Articles I through X hereof
- Exhibit A
- Exhibit B

ARTICLE X CITY EXECUTION OF AGREEMENT

A. City Execution. This Agreement is expressly subject to, and shall not become effective or binding on City, until it is fully executed by all signatories of City and County of Denver. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same, and it may be signed electronically by either party in the manner specified by City.

B. Electronic Signatures and Electronic Records. Supplier consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the city. The parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: PLANE-201948103-00

Contractor Name: CINTAS CORPORATION NO. 2

By: B. Herzog

Name: Brett Herzog
(please print)

Title: Government Account Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

.....



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all Sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE-201948103-00.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

APPENDIX 1

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT "A"

Supplier: CINTAS Corporation No. 2
Title: Uniform Rental & Laundering, or Purchase

It is recommended that you use your Contract No. – PLANE-201948103-00 in all future correspondence, billing, invoicing or other communications.

Description of the goods and services related thereto being purchased and associated pricing, this Agreement and Exhibits describe the requirements of a comprehensive uniform program. The program shall consist of:

- Rental and Laundering: The City rents selected uniforms and the Supplier shall pick up and return garments weekly for cleaning and maintaining.
- Purchase Program: Garments will be available for purchase by DEN Employees and contractors (upon written approval of the City), including Administrative Staff. Maintenance of purchased garments will be the responsibility of the employees.
- Advantage Program(s): DEN reserves the right to opt in or opt out of Advantage based on perceived value.

The Supplier is to furnish, clean, press and maintain uniforms for Maintenance personnel currently located at Denver International Airport (DEN). The number of employees receiving rental/laundered uniforms is constantly changing, the current employees at DEN are approximately 512.

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

RENTAL GARMENT PROGRAM UNIFORMS:

The uniform allotment (quantity and type of garment) is to be agreed upon by the City authorized uniform supervisory staff. The garments designated under this program are typically for maintenance and mechanic personnel who routinely soil the garments. The garments will be cleaned and pressed on a weekly basis.

LAUNDERING GARMENTS:

Garment laundering is part of the rental program, the garments cleaned by the Supplier are subject to being replaced under the selected Advantage Program, and part of the rental agreement. The charges for garments identified as being part of this program are to be a weekly charge. Garments that are identified as such are to be replaced when deemed necessary by the City uniform supervisory staff. It is anticipated these garments should only be replaced once per year under the annual replacement requirement but may be replaced more often due to need as determined by the City.

DELIVERY:

DEN requires that the Supplier designate a minimum of one (1) day for pick-up delivery per week. Delivery is to occur on a predetermined day, the current schedule for DEN is Thursday mornings, between 6:00 A.M. - 12:00 P.M. (noon). If the Supplier fails to deliver all of the required uniforms on the regular delivery day, they will make a special delivery of any missing uniforms no later than the next business day after the regularly scheduled delivery day. For those weeks in which the pick-up/delivery day is on an official City holiday arrangements are to be made for deliveries to occur the day before the holiday or on a pre-approved date.

When delivered to the employee, garments to be hung on hangers. Supplier is to hang the appropriate garment in the assigned locker slot. The Supplier will be responsible for pick-up of excess wire hangers at all sites for recycling through their firm.

TRANSITION:

Initial contract delivery is to be made as soon as possible after uniform items and sizing are determined, and orders are placed and are required within a 45-calendar day period.

Uniforms shall be provided until such time as complete transition can occur. New lockers will be placed at all facilities requiring them, no used lockers will be accepted, nor continued use of existing lockers currently in place.

Supplier shall work closely with each City Agency and Division to ensure an accepted transition schedule and timeline is adhered to. A meeting will occur with the Supplier to establish the specific agencies, locations, and logistics.

SERVICE LEVEL:

The acceptable level of service for this contract will be a 95% performance of each delivery and invoicing to each department. Satisfactory performance will include no shortages, loss/damage replacements, clean and pressed uniforms, etc. All incidents of unsatisfactory service will be addressed by the supervisor responsible for the section of employees. The service will be measured by the duration it takes the Supplier to correct the issue and the number of times the incident continues to occur. This will be measured in the Supplier Performance Management Program.

LOCKERS:

The lockers are to be provided at NO EXPENSE to the City. Locker maintenance and repairs are to be performed by the Supplier's representative. If the damage or reason for repair is the result of City abuse the City may be liable for the repair charges. Lockers are not to be provided for employees that are part of the Garment Management Program.

The Suppliers are to supply approximately five-hundred twelve (512) lockers at two locations (for DEN alone) into which the clean uniforms are to be hung. These lockers are to be placed in a restricted area and are to look professional at all times.

Due to the finite space available for the lockers the City has developed these specifications for the lockers. The banks of lockers are to be comprised of eight (8) individual "lockers" that are to be no less than 39" high X 6" wide. The locker shall allow the employee to hang his/her own combination locking mechanism from the front, but the Supplier and authorized DEN and PFMD officials shall have the key (s) to allow for back entrance. The lockers that are currently supplied to DEN are T high by 21" deep and 26" wide, are front opening and have combination locks (no keys to get lost), 8 units per locker. This is preferred type as there is no room available for rear access of the locker.

DEN lockers are to be set up at the Maintenance Center located at 27500 E. 80th Ave., and the Electrical Dept., South Campus, 7157 North Robertsdale Road.

DIRTY CLOTHING BINS:

The Supplier is to provide bins that separate the clothing to allow for clothing pieces in need of mending or repair to be placed in one bin, clothing recommended for replacement in another bin and a third bin that is for dirty clothing. The bins are:

- To provide smell containment or keep smells to a minimum
- Covered to prevent pilfering
- Locked
- Sufficient size or quantity to meet the needs of the agency. DEN currently has 12 bins, 1 for repairs, 1 for whites, 4 for pants, 3 for shirts and 3 for coveralls/jackets). They are 7'x21"x26", have a large lockable door with a hinged panel at the top to allow the employees to throw clothing in
- Located in an agreed upon location(s) by the City

UNIFORM COMPLEMENT:

The uniform complement will be made up of the base clothing items identified in Exhibit A-1 and may be mixed and matched by the individual employee with the approval of the authorized City uniform supervisory staff. It is preferred all items within the program be available in both men and women's style/fit.

The City is requesting that at the start of the program that the Supplier provides necessary sample garments and documents to assist supervisor in selection of uniforms that best suit the employee's assignment/duties/environment. Some employees may NOT receive the entire uniform compliment. This may mean that if an employee may be approved to only have access to the rental pant. The Supplier is not to charge the City for clothing that is not assigned or released to the employees.

UNIFORM QUANTITIES:

Each employee is to have access to the list of items attached at Exhibit A-1. From that list they may mix and match to the following quantities (some employees may only be issued a portion of this compliment):

- 2-Jackets (2 year-round)
- 11-Shirts in either long or short sleeve styles
- 11-Pairs of pants and shorts
- 5-Coveralls, 11 for DEN mechanics only
- Coveralls can be substituted for 1 "set" of uniforms (1 shirt 1 pant)

SEASONAL SWITCH:

Supplier shall provide a seasonal switch option upon agreement with the agency that includes a full complement of long sleeve / heavier garments in the winter and a full complement of short sleeve and lighter garments in the summer.

NEW EMPLOYEES:

Supplier shall provide new employees with uniforms within 14 calendar days of selection and approval by respective supervisor. Uniform changes that are a result of the employee roster are to be at NO extra charge. New employees are to be provided loaners for the two weeks term, these uniforms may be slightly used and not labeled.

WARRANTY and REPLACEMENT of UNIFORMS:

All garments furnished at initial contract inception shall be guaranteed by the Supplier to be new and free from any defects. Garments showing defects shall immediately be replaced at no cost to the City. Frayed, badly worn or shrunk garments shall be replaced per the Advantage program (as applicable) during the term of the Contract. Stained clothing shall be cleaned to the City Agencies satisfaction or replaced as requested.

When deemed necessary and agreed upon by the Supplier and the authorized City employee replacement uniform allotments may be received during the term of the contract.

The Supplier shall replace the complement of uniforms annually unless the wear does not warrant such replacement, as determined by designated City agency. This requirement is separate from the seasonal switch (E.g. Shorts may be worn for 2 summer seasons before being replaced.) The City's authorized uniform supervisor may at any time through the life of the contract request that the Supplier provide new uniforms.

STANDARD SIZED CLOTHING:

For the purposes of this agreement regular sizes are defined:

- for shirts and jackets up to 4XL,
- men's pants up to 56" waist,
- women's pants up to size 28 and
- coveralls up to size 58.

UNDERSIZE / OVERSIZE UNIFORMS:

Supplier should be aware that a small percentage of City employees are to be fitted in either extra small or the larger sizes. No additional costs for garments of these sizes are to be charged. The Supplier is to make every effort to see that these employees receive their uniform complement in the same time frames as the regular sized individuals. Supplier is to notify the City's authorized uniform supervisor expected time frame for providing such uniforms.

SIZE CHANGES:

The Supplier is to do size changes at no charge to the City upon request.

ALTERATIONS:

Alterations are to be the responsibility of the Supplier. If a garment requires alteration, the Supplier has fourteen (14) calendar days to return or replace garment from the date of being informed of the request by the authorizing City personnel.

PROFESSIONAL APPEARANCE:

In order to maintain a professional appearance DEN will not accept clothing with mends and patching larger than dime size. The repair, mending of a garment shall not detract from the garment's appearance. Two (2) or less apparent mending sites are acceptable, if there are more in the garment, it will need to be replaced. All garments **MUST** be laundered, cleaned and pressed to the reasonable expectation of the City. The City reserves the right to approve or request new garment depending upon the appearance and the employees' function.

MEASUREMENT:

DEN requests that the awarded Supplier measure employees for proper fit on-site. Arrangements will be made for the Supplier to be available during both day and evening shifts. During the first month of this contract, the Supplier shall be on site for at least three (3) days during shift hours, two times over a two-week period. DEN will make available times and locations for this process to occur.

Throughout the term of the resulting contract the Supplier may be requested to be available on an as-needed basis for DEN for measuring of new employees.

An alternate option for purposes of measurement, the agencies may request Supplier to provide a Fit Set at no charge, comprised of each garment under their respective division. Each garment will require one size spectrum from S-3XL, respectively. For the purposes of the Fit Set, shirts will come in long sleeve and pants will come hemmed.

UNSCHEDULED PICK-UP/DELIVERY:

The Supplier agrees to make unscheduled early pickup and delivery of uniforms, as notified by the City and County of Denver between October 1st and June 1st due to severe weather conditions that would otherwise cause uniform shortages.

GARMENT IDENTIFICATION:

The Supplier will have an automated tracking system in place to track garments to each specific employee. This system should 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. It expected the material and placement of the barcode is such as not to cause irritation to the individual wearing the garment.

The automated tracking system should correlate to an online customer portal accessible by authorized City agency personnel for purposes of tracking employee garments that includes cleaning, repairs, alterations, billing, etc.

LABELING:

All garments must have a care label permanently affixed giving the care instructions and must show the lot number, size, fiber content and WPL number of the garment. The labels for permanent press or fine washables shall reflect specific washing and care instructions specifically for garments.

ID EMBROIDERED BADGE:

The shirts are to have the name of the agency and the individual sewn or placed on the garment. Costs for the badge are to be included in the proposed unit costs. Badges are to be firmly placed on the shirt and jacket (when required) so that they will remain in place during the life of the garment. It is not necessary to use the City seal or emblem in the badge.

REPLACEMENT OF GARMENT/ ADVANTAGE PROGRAM:

The City will only responsible for those garments that are proven to be non-professional looking due to an action on the part of the City.

CLEANED GARMENTS:

The City will only pay for those garments that are properly cleaned and returned to the appropriate agency. Supplier understands that each City employee may use a minimum to two (2) weeks of vacation per calendar year; garments that are not used during a normal work schedule rotation should not be collected/ laundered and invoiced. Supplier will provide a “stop/start” calendar notification system to maintain accurate counts and costs relating to employee vacation periods affecting uniform replenishment over the life of the agreement.

CITY EMPLOYEE AUTHORIZATION:

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

CUSTOMER SERVICE:

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

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

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

The name, email address and telephone number of each shall be provided below:

Account Manager: [Craig Jackson](#)

Email Address: JacksonC2@cintas.com

Customer Service Representative: [Jennifer Kerns](#)

Email Address: KernsJ@cintas.com Phone: [970-749-0773](tel:970-749-0773)

SUPPLIER PERFORMANCE MANAGEMENT:

The City will administer a Supplier performance management program as part this Agreement. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services. The Supplier Performance Management program as described herein shall be used as a tool to measure the Supplier's performance and provide suggestions for improvement.

SUPPLIER'S PERFORMANCE:

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

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

SYSTEM REPORTING:

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

- Employee
- Uniform allotment
- Cost
- Number of times cleaned
- Mending and/or Replacement stats

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

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

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

SAMPLES:

Throughout the life of the contract, upon request, Supplier may be asked to furnish samples of available uniform pieces to be supplied to confirm quality and to keep on hand, ensuring quality continues to be met. Any sample furnished shall create an express warranty that the whole of the goods shall conform to the sample.

INVOICING:

Supplier will invoice weekly for services rendered. All invoicing shall be consistent with the proposed and awarded pricing. All pricing shall be fixed and firm. Invoices **MUST BE CLEARLY UNDERSTOOD** as to the item being charged for, a cryptic means of invoicing will **NOT** be acceptable. All invoices shall include a Contract Number and be individualized per location and division and be accessible via online through Supplier website by means of an authorized user name and password for each division designee.

SERVICE CREDITS:

If the contractor fails to deliver the standard sizes of uniform clothing within the times specified in this contract or any extension thereof, the actual damages to the City for the delay would be difficult to determine. In lieu of actual damages, the contractor shall pay to the City as fixed, liquidated damages for each calendar day of delay the amount of \$1.00/day per individual employee. The City also reserves the right to terminate this contract in whole or in part as provided in the "Termination" provision. In that event, the contractor shall be liable for liquidated damages accruing until such time as the City may reasonably obtain delivery or performance of similar services. The contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the contractor.

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

- a. Time greater than forty-five (45) calendar day set up period, from measurement of all employees for standard size garments. Each employee shall have at least two (2) to five (5) changes of uniforms

(changes being pant and shirt), with the complete complement received within forty-five (45) calendar days. This includes the time necessary for measuring each employee. If additional time is required a request shall be submitted. To aid both the Supplier and the City, the Supplier shall be required to present a report of all garments picked-up and delivered to verify that they are in compliance. An authorized City employee must verify what has been picked up and delivered for each individual uniform wearer. This report shall be accessible to the authorized individual at the same time as drop-off of the cleaned uniforms.

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

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

ENVIRONMENTALLY PREFERABLE PURCHASES:

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

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

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

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

ESTIMATED QUANTITIES:

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

F.O.B. POINT:

All prices listed herein shall be at a firm price F.O.B. Denver, Colorado, delivered to various locations around the City and County of Denver.

AIRPORT SECURITY:

It is a material requirement of this Contract that the Supplier shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Supplier shall conduct all its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Supplier or any of its employees, subcontractors, and Suppliers of any rule, regulation, or authorized directive

from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Supplier shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Supplier's operations under this Contract. The Supplier shall obtain the proper access authorizations for all of its employees, subcontractors, and Suppliers who will enter the Airport to perform

work or make deliveries and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Supplier or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Supplier shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Supplier may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Supplier's operations at the Airport.

The Supplier shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Supplier fails to do so, the Consultant shall be liable to reimburse the City for all the City's reasonable costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Supplier under this Contract.

a. LAWS, REGULATIONS, TAXES AND PERMITS:

The Supplier shall procure all permits and licenses, pay all charges, taxes and fees and give all notices necessary and incidental to the due and lawful prosecution of the work. All costs thereof shall be deemed to be included in the prices proposed for the work.

The Supplier, at all times, shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules and regulations in any manner affecting the conduct of the work.

Without limiting the foregoing, the Supplier shall establish appropriate procedures and controls so that services under this Contract will not be performed by using any alien who is not legally eligible for such employment under United States Immigration laws. Failure to comply with this condition satisfactorily may cause the City to terminate this Contract.

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this Agreement that pricing offered herein to the City and County of Denver may be offered by the Supplier to any other governmental jurisdiction purchasing the same products.

The Supplier must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

SWEAT FREE PROCUREMENT:

By submission of a bid in response to this Agreement, Supplier hereby certifies that, if awarded a contract or issued a purchase order hereunder, by City or any Participating Public Agency (PPA), Supplier and Supplier's subcontractors and suppliers shall in the performance of said contract or purchase order, refrain from practices that constitute the use of Sweatshop Labor.

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

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

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

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

Supplier understands and agrees that, if awarded a contract or issued a purchase order, and City discovers that any products, goods, supplies or other services provided by Supplier, pursuant to such contract or purchase order, are produced in violation of the obligations imposed by this section, Supplier shall immediately provide an alternative, compliant source of supply.

Supplier further understands and agrees that failure to comply with the foregoing provisions shall constitute a material breach of the contract, and provide grounds for immediate cancellation of the purchase order or termination of the contract, in whole or in part, and may result in a finding that Supplier is deemed "not responsible" when being considered for future awards. PPA may also deem Supplier's failure to comply as a material breach and cancel the purchase orders they have issued to Supplier.

Exhibit A-1

| Item | Product Number | Qty | Price with UA/Prep/Emblem per garment | Price Per garment with UA/Prep/Emblem per week | Price per with UA/Prep/Emblem per year | |
|--------------------------------|-----------------|-------|---------------------------------------|--|--|---------------------|
| Coverall (Poly/ Cotton Blend) | | 912 | 619 | \$0.46 | \$284.74 | \$14,806.48 |
| Coverall (Cotton) | | 910 | 419 | \$0.73 | \$305.87 | \$15,905.24 |
| Carhartt Rugged Flex Pant | | 74535 | 186 | \$0.72 | \$133.92 | \$6,963.84 |
| Carhartt Rugged Flex Pant | | 74535 | 0 | | \$0.00 | \$0.00 |
| Carhartt Rugged Flex Pant | | 74535 | 516 | \$0.72 | \$371.52 | \$19,319.04 |
| Carhartt Rugged Flex Pant | | 74535 | 3182 | \$0.72 | \$2,291.04 | \$119,134.08 |
| Shirt, Men (Cotton) | | 330 | 1218 | \$0.46 | \$560.28 | \$29,134.56 |
| Carhartt Rugged Flex Shirt | | 396 | 973 | \$0.87 | \$846.51 | \$44,018.52 |
| Carhartt Rugged Flex Shirt | | 396 | 1746 | \$0.87 | \$1,519.02 | \$78,989.04 |
| Jacket (Poly Blend) | | 361 | 6 | \$0.94 | \$5.64 | \$293.28 |
| Jacket Sport (Poly Blend) | | 361 | 95 | \$0.94 | \$89.30 | \$4,643.60 |
| Jacket hip length (poly twill) | | 361 | 553 | \$0.94 | \$519.82 | \$27,030.64 |
| Shirts, ACR Rating ATPV | | 392 | 11 | \$0.67 | \$7.37 | \$383.24 |
| Pants ACR Rating APTV | | 73479 | 0 | | \$0.00 | \$0.00 |
| Jeans ACR Rating APTV | | 280 | 11 | \$0.66 | \$7.26 | \$377.52 |
| Jackets ACR Rating APTV | | 61356 | 58 | \$0.77 | \$44.66 | \$2,322.32 |
| Coverall ACR Rating APTV | | 387 | 0 | | \$0.00 | \$0.00 |
| **** Non Standard Size***** | .15 per garment | | | | | |
| TOTAL | | | | | \$6,986.95 | \$363,321.40 |

II. ADDITIONAL COVERAGE

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

| | |
|-----------|---------|
| Per Claim | \$1,000 |
| Aggregate | \$1,000 |

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
3. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
4. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
5. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.

endorsement and an MCS 90 endorsement on their policy.

II. ADDITIONAL COVERAGE

Professional Liability, Design, Engineering and Construction Supervision

Minimum Limits of Liability (In Thousands)

| | |
|-----------|---------|
| Per Claim | \$1,000 |
| Aggregate | \$1,000 |

The policy must provide the following:

1. Coverage shall extend to cover the full scope of all cost estimating work performed under the insured's contract with City.
2. Coverage shall apply for three (3) years after project is complete.
3. Coverage is to be on a primary basis, if other professional coverage is carried.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein:

1. For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
2. All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
3. For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
4. The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
5. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better.
6. For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
7. No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.