



Amendment No. 7
to
Contract No. NC160000015
US Communities Agreement R-BB-19002
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 60-Days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120-Days unless mutually agreed on in writing)."

- 2.0 Effective December 3, 2019, the term for the holdover will be December 3, 2019 to February 1, 2020.
- 3.0 The total contract amount is unchanged for the extension period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/01/2016 through 03/31/2017	\$75,000.00	\$75,000.00
Amendment No. 1: Amend Contract Section 1.4 Compensation 8/19/2016 to match Council funding approval	\$(10,000.00)	\$65,000.00
Amendment No. 2: Amendment Exercise Option 1 – 24 months 04/01/2017 through 03/31/2019	\$130,000.00	\$195,000.00
Amendment No. 3: Add location for pick-up cleaning 9/7/2018	\$0.00	\$195,000.00
Amendment No. 4: Contract Extension to the New Cooperative Contract #R-BB-19002 with U.S. Communities Effective 4/1/2019 – 8/1/2019 and an Administrative Increase.	\$48,750.00	\$243,750.00
Amendment No. 5: Vendor accounts have been merged into one account.	\$0.00	\$243,750.00
Amendment No. 6: Holdover for 120-Days 8/2/2019 – 12/2/2019	\$0.00	\$243,750.00
Amendment No. 7: Holdover for 60-Days 12/3/2019 – 02/01/2020	\$0.00	\$243,750.00

- 4.0 MBE/WBE goals were not established for this contract.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CINTAS CORPORATION

BY:

Signature

W. C. CRAIGIE

Title:

General Manager

Date:

12/19/19

CITY OF AUSTIN

BY:

Signature _____

Diana McIntosh

Printed Name of Authorized Representative

Title: Purchasing Specialist II

Date:

12/19/2019



Amendment No. 6
to
Contract No. NC160000015
US Communities Agreement R-BB-19002
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin

- 1.0 The City hereby holds over the above referenced contract for a period of 120 days in accordance with the holdover language in the "Term of Contract" provision in Section 0400, Supplemental Purchase Provisions, which reads as follows:

"Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing)."

- 2.0 Effective August 2, 2019, the term for the holdover will be August 2, 2019 to December 2, 2019.
- 3.0 The total contract amount is unchanged for the extension period. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/01/2016 through 03/31/2017	\$75,000.00	\$75,000.00
Amendment No. 1: Amend Contract Section 1.4 Compensation 8/19/2016 to match Council funding approval	\$(10,000.00)	\$65,000.00
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Amendment No. 4: Contract Extension to the New Cooperative Contract #R-BB-19002 with U.S. Communities Effective 4/1/2019 – 8/1/2019 and an Administrative Increase.	\$48,750.00	\$243,750.00
Amendment No. 5: Vendor accounts have been merged into one account.	\$0.00	\$243,750.00
Amendment No. 6: Holdover for 120 days 8/2/2019 – 12/2/2019	\$0.00	\$243,750.00

- 4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principles are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

CINTAS CORPORATION

BY:

Signature

Jeremy Dressler
Printed Name of Authorized Representative

Title: Governmental Regional Manager

Date: 6/21/19

CITY OF AUSTIN

BY:

Signature

Diana McIntosh
Printed Name of Authorized Representative

Title: Purchasing Specialist II

Date: June 24, 2019

Item #	Description	Quantity	Unit Price	Total Price
1
2
3
4
5
6
7
8
9
10



Amendment No. 4
to
Contract No. NC160000015
For
Uniforms and Cleaning Services
Between
Cintas Corporation
and the
City of Austin

Amendment No. 5

1.0 The Contract is hereby amended as follows: Vendor accounts have been merged into one account.

	From	To
Vendor Name	Cintas Corporation	Cintas Corporation #2 dba Cintas
Vendor Code	CIN8307059	RES7135415
FEIN		

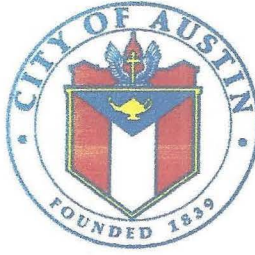
2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 3 is hereby incorporated into and made a part of the Contract.

A handwritten signature in blue ink that reads "Linell Goodin-Brown".

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

4-24-19
Date



Amendment No. 4
to
Contract No. NC160000015
US Communities Agreement R-BB-19002
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin

- 1.0 The City hereby wishes to exercise a contract extension of the above referenced contract for a period of 04/01/2019 to 08/01/2019 per Term of the Contract, Section 1.3:

The Contract shall be in effect until October 31, 2023 subject to the Contract Number R-BB-19002. The City reserves the right to transfer this contract by amendment to future U.S. Communities contract(s) that supersede GPA 12-JLH-011C if the terms and conditions are favorable to the City.

- 2.0 This Contract is hereby administratively increased by \$48,750.00 for this extension period.

- 3.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 04/01/2016 through 03/31/2017	\$75,000.00	\$75,000.00
Amendment No. 1: Amend Contract Section 1.4 Compensation 8/19/2016 to match Council funding approval	\$(10,000.00)	\$65,000.00
Amendment No. 2: Amendment Exercise Option 1 – 24 months 04/01/2017 through 03/31/2019	\$130,000.00	\$195,000.00
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4.0 MBE/WBE goals were not established for this contract.

5.0 By signing this Amendment, the Contractor certifies that the Contractor and its principles are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above-referenced contract.

CINTAS CORPORATION

BY:

Jeremy Dressler
Signature

Jeremy Dressler

Printed Name of Authorized Representative

Title:

Governmental Regional Manager

Date:

3/27/19

CITY OF AUSTIN

BY:

Diana McIntosh
Signature

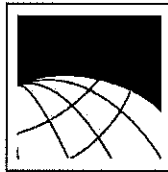
Diana McIntosh

Printed Name of Authorized Representative

Title: Purchasing Specialist II

Date:

3/28/2019



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education ®

CONTRACT NUMBER: R-BB-19002

This Contract entered into this 13th day December, 2018 by, Cintas Corporation No. 2 (or any of its subsidiaries and affiliates), 6800 Cintas Blvd., Mason OH 45040, hereinafter referred to as the "Contractor" and Prince William County School Board, P.O. Box 389, Manassas, VA 20108, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".

WITNESSETH that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1. **SCOPE OF CONTRACT:** Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.
2. **CONTRACT DOCUMENTS:** The contract documents shall consist of the following:
 - 2.1. This signed Contract document;
 - 2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)
3. **CONTRACT TERM AND RENEWAL:**
 - 3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.
 - 3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.
4. **CONTRACT ADMINISTRATOR:** As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu
5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).
6. **PAYMENT TERMS:** 2% Discount Net 15, Standard terms are Net 30 days

7. TERMINATION FOR CONVENIENCE:

- 7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.
- 7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.
- 7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.
- 7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.
- 7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Chris Jackson
Type Name

National Director - Contract
Title

12/19/18
Date

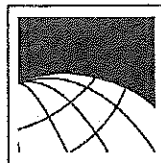
PURCHASING AGENCY:

Anthony E. Crosby
Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date



MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

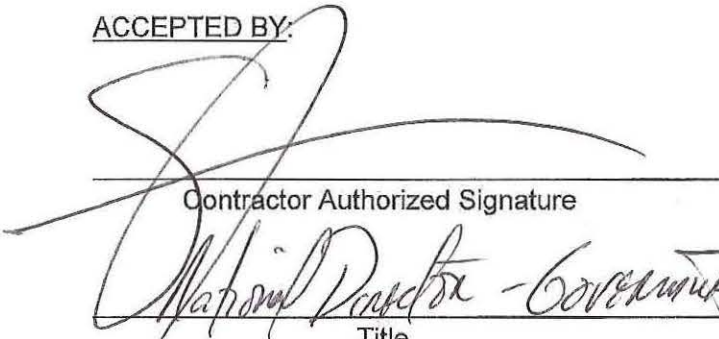
Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

- a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
- b. Contractor's proposal dated August 13, 2018;
- c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
- d. Contractor's best and Final Offer, dated October 5, 2018;
- e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
- f. This Memorandum of Negotiations;
- g. Any subsequent modifications to the Contract.
- h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY 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. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company 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. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

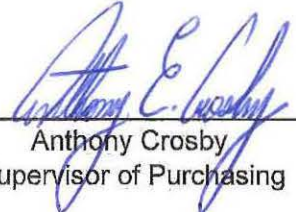
- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSI/ISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:


Contractor Authorized Signature

Title

12/9/18
Date


Anthony Crosby
Supervisor of Purchasing

12/21/18
Date

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?

All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description	List Price	USC Pricing
D10	Small Dispenser	\$ 370.00	\$ 310.00
D16	Medium Dispenser	\$ 416.00	\$ 345.00
D20	Large Dispenser	\$ 462.00	\$ 385.00
R110	Return Unit	\$ 104.00	\$ 90.00
RX	Wall Mounted Unit	\$ 93.00	\$ 90.00

The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?

Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?

Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is \$2.19.

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?

Yes. Yes

6. Do you work on Halon fire suppression systems?

Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a 10% discount, per the US Communities contract.

7. What is the price for the training programs you offer?

The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

Attachment A

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?

Bonnie Sletman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sletman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diego
Phone: 619-236-6104
mehelm@sanidiego.gov

Kevin Mitchell, MBA
Budget and Procurement Director
Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?

Since 2016, Fulling Implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?

Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?

About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?

We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?

Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?

Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?

It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?

Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.

Minimum stop Charge: \$35.00-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least \$35.00. Ex: Actual weekly rental is \$30.00 for uniforms and mats. Customer is charged \$5.00 as the "min stop charge" on top of the \$30. To reach a total of \$35. We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- \$1.50: The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: \$1.50 this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?

Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is \$35.00. Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?

No charge

21. Do you offer "tall/Long" sizes?

We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?

Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions:

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?

Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to \$1billion in 10 years.

25. Should Brent Schafer be listed as the Executive?

Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?

The L/R charge will also be reduced by 10%. See Link below to Cintas full catalog:
www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?

Yes; Net 30 is Standard term.

28. Rubber Glove Addendum:

a. What company will be required to purchase from?

Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

This program is based on Cintas using National Safety Apparel for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

b. No information listed in Schedule A. No pricing, etc.

See attached excel document with pricing. The addendum was a blank template.

c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.

No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:

d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes? The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

e. Line 65908 – What are normal hours and excess hours?

Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**

Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

Yes, No Charge for these items. Updated document.

Attachment A

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

Yes, No Charge. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

Catalog is online and can be accessed with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	10%-32%	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, 20%-25% off of local pricing structure.
2 Uniform Leasing	10%	
3 Uniform Purchase	10%-50%	
4 Shoe Purchase	10%	
5 Mat/Mop Rental	10%-56%	
6 Mat/Mop Leasing	10%	
7 Mat/Mop Purchase	10%	
8 Restroom Supplies	10%	
9 Restroom Services	10%	
10 Deep Cleaning Services	10%	
11 First Aid/Safety Supplies	10%-60%	Can Vary by product. Minimum savings listed
12 AEDs	10%	
13 Fire Protection Services	10%	
14 Promotional Products	10%	Can Vary by product. Minimum savings listed
15 Miscellaneous	10%	
16 Other	10%	

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACILITIES MAINTENANCE SOLUTIONS
 ADDITIONAL CHARGES

Deep Clean

Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	\$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per invoice	

Garment Rental

Minimum Order Size	\$ 35.00
Lockers	\$ -
Make Up -Waived on initial installation and for the 1st 30 days of service	\$ 1.50
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost
Name Tag	\$ 1.50
Size Premium (starting at 2XL)	\$ 1.50

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
Carpet			
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	\$.90 sq ft	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish	\$.60 sq ft	
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish	\$.32 sq ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount	\$.29 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount	\$.22 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount	\$.14 Sq Ft	
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable	\$.22 Sq Ft	
Standard Carpet Cleaning	4 Step - PARR Process - Portable	\$.14 Sq Ft	
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable	\$.09 Sq Ft	
Wool Carpet Cleaning	2 Step - Prespray and Rinse	\$.29 Sq Ft	
Carpeted Steps	Cleaning Only	\$4.50 per standard step	If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step	\$.10 Sq Ft	
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning	\$.05 Sq Ft	
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning	\$.05 Sq Ft	
Low Moisture Process	PrePhotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)	\$.14 Sq Ft	Any vacuuming required is in addition to the sq ft price
TILE			
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount	\$1.35 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount	\$2.50 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Truck Mount	\$.75 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount	\$1.95 Sq Ft	
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning	\$.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal < 2" Tile	\$3.60 Sq Ft	
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile	\$2.70 Sq Ft	
Color Seal (After Cleaning)	Color Seal > 8" Tile	\$1.80 Sq Ft	
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer	\$1.15 Sq Ft	
Standard Tile	5 Step - PARR Process plus Sealer - Portable	\$1.10 Sq Ft	
Standard Tile	5 Step - PARR Process 2" or Less - Portable	\$2.05 Sq Ft	
Standard Tile	4 Step - PARR Process >2" - Portable	\$.55 Sq Ft	
Standard Tile	4 Step - PARR Process 2" or Less - Portable	\$1.50 Sq Ft	
Concrete Cleaning	Interior - Truck Mount Only	\$.35 Sq Ft	
Concrete Cleaning	Exterior - Truck Mount Only	\$.70 Sq Ft	
Set Up Charge	Anytime we have to use the truck to clean a customer	\$50 per Service	
Truck Movement Charge	Anytime we have to move the truck during a service	\$50 per Movement	
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service	\$50 per floor	
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour	\$200 per hour	
Spotting Price per Hour	Used if we are asked to spot only during a service	\$200 per hour	
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location	\$.75 per mile	
Minimum Stop Charge	Minimum amount we have to invoice to service the account	\$500 per Stop	
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour	\$80 per hour	
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service	25% per Invoice	
Restroom Cleaning			
Restroom Cleaning - Sanit. UltraClean	Touchless Restroom Cleaning that sanitizes and removes soils from all surfaces, floors & fixtures	\$.20 Sq Ft	Base Charge - Weekly and Every Other Week \$35.00; Monthly \$55.00

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Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category)	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton	10%	\$ 0.15	\$ 0.17	\$ 15.00
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 23.00
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.16	\$ 0.19	\$ 18.00
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton	10%	\$ 0.20	\$ 0.27	\$ 22.00
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.33	\$ 27.00
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton	10%	\$ 0.24	\$ 0.31	\$ 27.00
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton	10%	\$ 0.13	\$ 0.17	\$ 17.00
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	10%	\$ 0.19	\$ 0.25	\$ 18.00
10	Cintas	340	EA	Cotton Work Pants 100% Cotton	10%	\$ 0.25	\$ 0.34	\$ 23.50
11	Cintas	394	EA	Jean Pant 100% Cotton	10%	\$ 0.21	\$ 0.29	\$ 20.00
12	Cintas	82670	EA	Chef Coat 65/35 Poly Cotton	10%	\$ 0.18	\$ 0.24	\$ 23.00
13	Cintas	71125	EA	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton	10%	\$ 0.25	\$ 0.32	\$ 26.00
14	Cintas	933	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton	10%	\$ 0.12	\$ 0.17	\$ 13.50
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 22.00
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.25	\$ 0.34	\$ 28.00
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$ 0.25	\$ 0.34	\$ 28.00
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)	10%	\$ 0.20	\$ 0.27	\$ 21.00
19	Cintas	395	EA	Womens Fit Comfort Work Pant	10%	\$ 0.20	\$ 0.27	\$ 21.00
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	10%	\$ 0.17	\$ 0.23	\$ 20.00
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly	10%	\$ 0.13	\$ 0.17	\$ 16.00
22	Cintas	970	EA	Uned Service Jacket 65/35 Poly Cotton	10%	\$ 0.30	\$ 0.40	\$ 31.00
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton	10%	\$ 0.26	\$ 0.35	\$ 45.00
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton	10%	\$ 0.19	\$ 0.25	\$ 30.00
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton	10%	\$ 0.18	\$ 0.24	\$ 25.00
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	\$ 0.19	\$ 0.25	\$ 24.00
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton	10%	\$ 0.25	\$ 0.33	\$ 25.00
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton	10%	\$ 0.28	\$ 0.37	\$ 27.00
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton	10%	\$ 0.28	\$ 0.37	\$ 30.00
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton	10%	\$ 0.32	\$ 0.42	\$ 25.00
31	Carhartt	280	EA	Flame Resistant Jean	10%	N/A	\$ 0.55	\$ 49.00
32	Carhartt	290	EA	Flame Resistant Carpenter Jean	10%	N/A	\$ 0.55	\$ 49.00
33	Carhartt	294	EA	Flame Resistant Work Shirt	10%	N/A	\$ 0.42	\$ 49.00
34	Carhartt	371	EA	Flame Resistant Work Pant	10%	N/A	\$ 0.42	\$ 44.00
35	Carhartt	391	EA	Flame Resistant Coverall	10%	N/A	\$ 0.88	\$ 84.00
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size	10%	\$ 0.31	\$ 0.41	\$ 14.00
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL	10%	\$ 0.33	\$ 0.44	\$ 25.00
41	Cintas	10196	EA	3x5 Traffic Mat	10%	N/A	\$ 2.00	\$ 46.00
42	Cintas	1801	EA	2x3 Spring Mat	10%	N/A	\$ 1.50	\$ 52.00
43	Cintas	1802	EA	3x5 Spring Mat	10%	N/A	\$ 2.25	\$ 65.00
44	Cintas	84302	EA	3x5 Safety Mat	10%	N/A	\$ 3.25	\$ 65.00
45	Cintas	84301	EA	3x5 Logo Mat	10%	N/A	\$ 2.40	\$ 83.00
46	Cintas	6913	EA	24 oz Synth Wet Mop	10%	N/A	\$ 1.50	\$ 15.00
47	Cintas	9582	EA	Pulse Mop	10%	N/A	\$ 1.75	\$ 110.00
48	Cintas	9581	EA	Dual Chamber Mop Bucket	10%	N/A	\$ 2.50	\$ 125.00
49	Cintas	7116	EA	12" Microfiber Mop Head	10%	N/A	\$ 0.18	\$ 5.00
50	Cintas	7001	EA	36" Microfiber Mop Head	10%	N/A	\$ 0.45	\$ 12.00
51	Cintas	7245	EA	Microfiber Mop Handle	10%	N/A	\$ 0.80	\$ 10.00

Nationwide Usage					Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Category)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (if different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	30%	\$15.99	\$17.59		
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69		
3	Cintas	66273	EA	High Image Womens Work Shirt 65/35 Poly/Cotton	10%	\$26.99	\$29.69		
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
6	Cintas	270	EA	Comfort Work Cargo Pant 65/35 Poly/Cotton	24%	\$24.99	\$27.49		
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly/Cotton	29%	\$19.99	\$21.99		
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot	10%	\$21.59	\$23.75		
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton	39%	\$19.99	\$21.99		
10	Cintas	340	EA	Cotton Work Pant 100% Cotton	33%	\$21.99	\$24.19		
11	Cintas	394	EA	Jeans Pant 100% Cotton	10%	\$25.19	\$27.71		
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only	10%	\$29.69	\$32.66	65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton	36%	\$17.99	\$19.79	36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)	10%	\$20.69	\$22.76		
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton	36%	\$17.99	\$19.79		
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly	10%	\$29.69	\$32.66		
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro	10%	\$29.69	\$32.66		
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim)	36%	\$17.99	\$19.79		
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton	36%	\$17.99	\$19.79		
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly	29%	\$19.99	\$21.99		
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly	10%	\$16.19	\$17.81		
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton	35%	\$27.99	\$30.79		
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton	12%	\$59.99	\$65.99		
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton	32%	\$25.99	\$28.59		
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only	35%	\$14.99	\$16.49	59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly	10%	\$23.19	\$27.71		
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only	10%	\$27.89	\$30.68	332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only	10%	\$38.69	\$42.56	74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton Rental Only	10%	\$43.19	\$47.51	74308	Carhartt Carpenter Jeans 100% Cotton Direct Sale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only	10%	\$47.69	\$52.46	74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only	10%	\$74.69	\$82.16	69869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only	10%	\$70.19	\$77.21	70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only	10%	\$65.69	\$72.26	60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only	10%	\$47.69	\$52.46	70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only	10%	\$110.69	\$121.76	8723	Tecasafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL	10%	\$20.69	\$22.76	63493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL	10%	\$35.99	\$39.59	106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size	50%	\$4.99	\$5.49	82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL	10%	\$35.99	\$39.59	106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)	44%	\$4.99	\$5.49		
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago	30%	\$6.99	\$7.69		

Hand & Head Protection Program Options			
Cintas Item Number	Hand Protection Program	Lease/Week	LR Rates
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		\$ 55.25
869320350	11" Class 00 Rubber Insulating Gloves - Black		\$ 55.25
754910300	ARC Guard FR Knlt Glove		\$ 21.75
869380000	10" Leather Protectors		\$ 21.00
601960600	Canvas Glove Bag		\$ 21.00
	Hand Protection Weekly Cost	\$ 8.07	
	Head Protection Program		
601940000	Clear Safety Glass		\$ 4.00
745030300	12cal PureView Faceshield		\$ 105.00
745010000	MSA Slotted Hard Hat - White		\$ 21.00
823370200	12cal Balaclava - NAVY		\$ 17.00
744370260	Electric Gear Bag		\$ 30.00
	Head Protection Weekly Cost	\$ 3.93	
	Total Program Weekly Cost	\$ 12.00	

Available Glove Sizes 8-12

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SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100	-59.354	\$8.63
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets	-70.913	\$3.95
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2	-52.026	\$11.25
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks	-57.794	\$8.48
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs	-61.797	\$3.13
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets	-63.703	\$4.45
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets	-43.260	\$7.45
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets	-76.419	\$2.95
9	CINTAS	112039	COLD RELIEF	BOX	40 packets	-66.441	\$7.45
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes	-49.924	\$6.60
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets	-68.944	\$6.00
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets	-65.093	\$13.28
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers	-59.780	\$3.48
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets	-79.193	\$1.63
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles	-55.874	\$7.48
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs	-38.430	\$8.28
17	CINTAS	102435	LIPAD SMALL	BAG	10 packets	-73.490	\$1.98
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets	-67.697	\$4.03
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets	-61.153	\$5.63
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages	-60.032	\$5.00
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets	-61.043	\$9.23
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets	-79.664	\$2.30
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages	-52.885	\$4.90
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages	-62.848	\$3.88
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets	-74.674	\$3.50
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials	-65.585	\$3.50
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets	-71.360	\$4.15
28	CINTAS	112029	COLD RELIEF	BAG	25 packets	-69.365	\$4.20
29	CINTAS	44429	LARGE PATCH 2"X3"	BOX	15 bandages	-66.848	\$3.65



Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
Services:					
SC	Minimum Order Size per stop	Per stop.	ea	\$55.00	\$45.00
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea	\$10.00	\$5.25
Unit Test, Recharge and Repair Parts:					
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor;	ea	\$30.00	\$30.00
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea	\$40.00	\$31.00
NSDC10	10# Stored pressure Dry Chemical - Six Year Test	Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$33.00	\$43.00
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea	\$70.00	\$68.00
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$30.00	\$28.00
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$40.00	\$33.00
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$33.00	\$35.00
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea	\$60.00	\$37.00
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea	\$30.00	\$28.00
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea	\$40.00	\$33.00
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea	\$33.00	\$35.00
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea	\$60.00	\$37.00
EEPIN	Pull Pin	Per unit.	ea	\$3.25	\$2.75
New Extinguishers:					
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$65.00	\$59.00
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$88.00	\$83.00
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$42.00	\$42.00
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea	\$195.00	\$195.00
Emergency Light Parts and Services:					
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea	\$10.00	\$4.35
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea	\$18.00	\$12.00
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea	\$29.00	\$29.00
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea	\$37.50	\$37.50
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea	\$39.00	\$39.00
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea	\$45.00	\$45.00
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea	\$9.00	\$8.00
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea	\$9.00	\$8.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.



							<u>% Savings</u>
<u>Item</u>	<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>US Price</u>	<u>California</u>	<u>USC Pricing</u>	<u>from US</u>
					<u>Price</u>		<u>Price</u>
Inspection & Parts							
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	\$125.00	\$125.00	\$105.00	16.00%
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea	\$95.00	\$95.00	\$85.00	10.53%
EELINK	Fusable Link	Per unit.	ea	\$12.00	\$15.00	\$9.80	18.33%



						California	
Item	Description	Comment	Qty	Price	USC Price		
Inspection & Parts							
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea	\$295.00	\$265.00		
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea	\$150.00	\$105.00		
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea	\$175.00	\$185.00		
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea	\$325.00	\$275.00		
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea	\$135.00	\$110.00		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF
NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE
NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-
EXCEED RATES.



				<u>California</u>	
<u>Item</u>	<u>Description</u>	<u>Comment</u>	<u>Qty</u>	<u>Price</u>	<u>USC Pricing</u>
Inspection & Parts					
INFA	Annual Fire Alarm System Inspection	Per panel.	ea	\$300.00	\$235.00
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea	\$10.00	\$8.50
INFADD	Duct Detectors	Per unit.	ea	\$35.00	\$28.50

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	\$150.00	\$105.00
Labor - Overtime	ea	\$200.00	\$157.50
Labor - Weekend/Holiday	ea	\$300.00	\$210.00
Emergency Service Call	ea	\$350.00	\$275.00

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Calling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	\$ 685.48	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	\$ 808.52	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	\$ 401.72	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	\$ 503.42	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	\$ 101.70	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT)	7	Hours	2	Years	AHA	min 8	\$ 76.28	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
65001B	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	\$ 50.85	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	\$ 55.94	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	\$ 457.65	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	\$ 533.93	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	\$ 198.32	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	\$ 40.68	Per Person

*CPR/First Aid uses the HeartSaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING:

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	\$ 39.66	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	\$ 41.70	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	\$ 27.46	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	\$ 35.60	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	\$ 22.37	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	\$ 35.60	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 401.72	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	\$ 76.28	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	\$ 35.60	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	\$ 503.42	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	\$ 25.43	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	\$ 401.72	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	\$ 401.72	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	\$ 401.72	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	\$ 401.72	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	\$ 401.72	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	\$ 355.95	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	\$ 401.72	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	\$ 708.18	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	\$ 300.02	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	\$ 788.18	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	\$ 35,60	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	\$ 483,08	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	\$ 401,72	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	\$ 401,72	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	\$ 401,72	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		\$ -	
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		\$ 50,85	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		\$ 101,70	Per Class



Amendment No. 3
of
Contract No. NC160000015
GPA 12-JLH-011C
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin

- 1.0 The City hereby amend the above contract to add the following location for uniform cleaning services.

Utility Development Service- Austin Water
POC Lonnie Robinson
512-972-0212
Lonnie.Robinson@austintexas.gov
901 W. Koenig
Austin, Texas 78756
Cintas Service location #86

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 4/1/2016 – 03/31/2017	\$75,000.00	\$75,000.00
Amendment No. 1: Amend Contract Section 1.4 Compensation 8/19/2016	-\$10,000.00	\$65,000.00
Amendment No. 2: Option 1 - 24 Months 04/01/2017 – 03/31/2019	\$130,000.00	\$195,000.00
Amendment No. 3: Add location for pick-up cleaning 9/7/18	\$0.00	\$195,000.00

- 3.0 MBE/WBE goals were not established for this contract.

- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name: Jeremy Dressler
Authorized Representative
Cintas Corporation
25 Cypress Blvd.
Round Rock, TX 78665

Signature:

Georgia Billela
Georgia Billela, Procurement Specialist III
City of Austin
Purchasing Office



Amendment No. 2
of
Contract No. NC160000015
GPA 12-JLH-011C
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective April 1, 2017 to March 31, 2019 No option remain.
- 2.0 The total contract amount is increased by \$130,000.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 4/1/2016 – 03/31/2017	\$75,000.00	\$75,000.00
Amendment No. 1: Amend Contract Section 1.4 Compensation 8/19/2016	-\$10,000.00	\$65,000.00
Amendment No. 2: Option 1 - 24 Months 04/01/2017 – 03/31/2019	\$130,000.00	\$195,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Printed Name: Diego Duarte
Authorized Representative

Signature:

Linell Goodin-Brown
Linell Goodin-Brown, Contract Compliance Supervisor
City of Austin
Purchasing Office
3-31-17

Cintas Corporation
25 Cypress Blvd.
Round Rock, TX 78665



FACILITIES SOLUTIONS AGREEMENT

Pending Response
from Dept. Email
3-22
Lydia Torres
Georgia

Location No. 86

Contract No. 9041

Customer No. ALL

Main Corporate Code → 50716

Tile & Carpet Corporate Code → 50717

Date 4/1/2017

Customer/Participating Agency _____ City of Aust

Address 124 West 8th Suite 310

Phone 512-974-2034

State TX Zip 78701

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	NOG - Cleaning of Customer Owned Shirts	0.215
	NOG - Cleaning of Customer Owned Pants	0.215
935	Comfort Shirt	0.800
270	Cargo Pant	0.326

- This agreement is effective as of this date April 1, 2017, for a minimum term of 24 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem \$ 1.146 ea
- Customer Emblem \$ 3.95 ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory \$ _____ Ea.
- Minimum Charge \$ 45.00 per delivery.
\$750 per week combined for all locations
- Make-Up charge \$ 1.529 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.153 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

Shop towel container \$ N/A per week.

- Artwork Charge for Logo Mat \$ 125.00
- Uniform Storage Lockers: \$ 3.57 ea/week, Laundry Lock-up: \$ 3.006 ea/week Shipping: \$ N/A
- Service Charge \$0.00

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other See NOG Addendum outlining the service and pricing for "Not our Garment/ NOG" pricing terms for City of Austin

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	2160	Red Bagged Shop Towels	W	Varies	0.061
	7432	Blue Microfiber Wiper	W	Varies	0.153
	84035	3x10 Black Mat	W	Varies	2.996
	84335	3x5 Black Mat	W	Varies	2.038
	84435	4x6 Black Mat	W	Varies	2.517
	6680	Disp Urinal Mat	W	Varies	4.000
	2477	3x5 Scraper Mat	W	Varies	2.181

*Indicated bundled items/services

___/___ ☐ Initial and check box if Unlease. All Garments will be cleaned by customer

___/___ ☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.



Amendment No. # 1
to
Contract No. NC160000015
for
Uniforms and Cleaning Services
between
Cintas Corporation
and the
City of Austin, Texas

1.0 The City hereby amends the referenced contract as follows:

1.1 Section 1.4 deleted and replaced with:

Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$65,000 for the initial contract term and \$130,000 for the Extension Option Periods for each extension option for a total amount Not-to-Exceed \$195,000.

2.0 The total Contract amount is decreased by \$10,000 recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 03/31/2016 – 03/31/2017	\$75,000.00	\$75,000.00
Amendment 1 – 08/19/21 decrease to match Council funding approval.	\$10,000.00	\$65,000.00

3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature: _____

Printed Name Diego Nueces
Authorized Representative
Cintas Corporation

Date 9/1/14

Signature: _____

Marty James
Buyer II
City of Austin

Date 09-01-2016

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
CINTAS CORPORATION ("Contractor")
for
UNIFORMS AND CLEANING SERVICES
MA 2200 NC160000015**

This Contract is between Cintas Corporation having offices at 25 Cypress Boulevard, Round Rock, Texas 78665 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on the date executed by the City ("Effective Date"). Solicitation requirements are met by using Contractor's U.S. Communities Government Purchasing Alliance ("GPA") Contract No. 12-JLH-011C ("GPA 12-JLH-011C").

1.1 This Contract is composed of the following documents:

- 1.1.1 GPA 12-JLH-011C
- 1.1.2 This document
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, the Contractor's pricing
- 1.1.5 Exhibit C, the City's Non-Discrimination Certification
- 1.1.6 Exhibit D, the City's Non-Suspension & Debarment Certification

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 GPA 12-JLH-011C as referenced in Section 1.1.1
- 1.2.2 This document
- 1.2.3 Exhibit A as referenced in Section 1.1.3
- 1.2.4 Exhibit B as referenced in Section 1.1.4
- 1.2.5 Exhibit C as referenced in Section 1.1.5
- 1.2.6 Exhibit D as referenced in Section 1.1.6

1.3 Term of Contract.

The Contract shall be in effect until March 31, 2019 subject to the extension of GPA 12-JLH-011C. The City reserves the right to transfer this contract by amendment to future GPA contract(s) that supersede GPA 12-JLH-011C if the terms and conditions are favorable to the City.

1.4 Compensation.

The Contractor shall be paid a total Not-to-Exceed amount of \$225,000.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

CINTAS CORPORATION

Diego Nucite

Printed Name of Authorized Person

[Signature]

Signature

General Manager

Title:

4/24/16

Date:

CITY OF AUSTIN

MARTY JAMES

Printed Name of Authorized Person

[Signature]

Signature

BUYER II

Title:

04/26/2016

Date:

- Exhibit A - Supplemental Terms
- Exhibit B - Contractor's Pricing
- Exhibit C - Non-Discrimination Certification
- Exhibit D - Non-Suspension & Debarment Certification

**EXHIBIT A
SUPPLEMENTAL TERMS**

1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Diego Nucete; Phone: (512) 388-9709; Email: neceted@cintas.com. Austin Water's Contract Manager for the engagement shall be Lydia Rodriguez-Torres; Phone: (512) 972-0329; Email: lydia.torres@austintexas.gov. Building Inspections Contract Manager for the engagement shall be Tim Montgomery; Phone: (512) 974-2710; Email: tim.montgomery@austintexas.gov.
2. **Invoices.** Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Additionally, invoices shall include, as applicable, the following information: A unique Purchase or Delivery Order Number, documentation to support all charges to the City, the Contractor's business name, "remit to" name and address, and the taxpayer identification number. The taxpayer identification number on the invoice must exactly match the information in the Vendor's registration with the City. Invoices received without all required information cannot be processed and will be returned to the Contractor. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. The City departments cannot process payments to or for a Third Party on behalf of the Contractor until the Third Party has been approved by the City and included in the Vendor's registration with the City. Invoices shall be mailed to the City location that placed the order. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

Monthly statements shall be mailed to the below addresses:

	City of Austin
Department	Austin Water
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

	City of Austin
Department	Building Inspections
Attn:	Accounts Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

3. **Payment.**
 - 3.1. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
 - 3.2. **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
 - 3.3. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of;
 - 3.3.1. delivery of defective or non-conforming deliverables by the Contractor;

- 3.3.2. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - 3.3.3. subject to the terms and conditions of Exhibit B, failure of the Contractor to pay Subcontractors, or for labor, materials or equipment,
 - 3.3.4. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - 3.3.5. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - 3.3.6. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - 3.3.7. failure of the Contractor to comply with any material provision of the Contract.
- 3.4. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- 3.5. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

4. **Right To Audit.**

- 4.1. Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- 4.2. The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

5. **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:
 City of Austin, Purchasing Office
 Attn: Monica McClure, Contract Administrator
 P.O. Box 1088
 Austin, TX 78767

To the Contractor:
 Cintas Corporation
 Attn: General Manager
 25 Cypress Boulevard
 Round Rock, TX 78665

6. **Insurance.**

- 6.1. General Requirements.

- 6.1.1. The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.
- 6.1.2. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.
- 6.1.3. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- 6.1.4. The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- 6.1.5. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- 6.1.6. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- 6.1.7. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767
- 6.1.8. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- 6.1.9. If insurance policies are not written for amounts specified in Paragraph 6.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified..
- 6.1.10. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- 6.1.11. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- 6.1.12. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- 6.1.13. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

- 6.1.14. The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- 6.2. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- 6.2.1. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.
- 6.2.1.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
- 6.2.1.2. Contractor/Subcontracted Work.
- 6.2.1.3. Products/Completed Operations Liability for the duration of the warranty period.
- 6.2.1.4. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
- 6.2.1.5. Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
- 6.2.1.6. The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.
- 6.2.2. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements:
- 6.2.2.1. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
- 6.2.2.2. Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
- 6.2.2.3. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- 6.2.3. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:
- 6.2.3.1. The Contractor's policy shall apply to the State of Texas.
- 6.2.3.2. Waiver of Subrogation, Form WC420304, or equivalent coverage.
- 6.2.3.3. Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.
- 6.2.4. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

7. **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
8. **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.
9. **Termination For Cause.** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
10. **Termination For Loss Of Funding.** The City shall have the right to terminate the Contract, in whole or in part, for loss of funding any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
11. **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
12. **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
13. **Delivery Terms and Transportation Charges.** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified. Unless otherwise stated, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Department".
14. **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

15. **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

16. **Subcontractors.**

16.1. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

16.2. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

16.2.1. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

16.2.2. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

16.2.3. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

16.2.4. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

16.2.5. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

16.3. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

16.4. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

17. **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

18. Indemnity.

18.1. Definitions:

18.1.1. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

18.1.1.1. damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

18.1.1.2. death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

18.1.1.3. "Fault" shall include the delivery of non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

18.2. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

19. Dispute Resolution.

19.1. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

- 19.2. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the costs of mediation equally.
- 19.3. Any disputes between the parties shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any proceeding with any claim or controversy of any other party.
20. **Right Of Inspection And Rejection.** The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
21. **No Replacement Of Defective Tender.** Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
22. **Compliance with Health, Safety, and Environmental Regulations:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.
23. **Contractor To Package Deliverables.** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
24. **Shipment Under Reservation Prohibited.** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

**Exhibit B**

(Page 1 of 3)

FACILITIES SOLUTIONS AGREEMENTLocation No. 86

Contract No. _____

Customer No. _____

Main Corporate Code → **50716**Tile & Carpet Corporate Code → **50717**

4/1/2016

Customer/Participating Agency: City of Austin- Building Inspections & Water Department Phone (512) 974-2034Address: P.O. Box 1088 City: Austin St: TX Zip: 78767**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price
935	Comfort Workshirt	\$0.183
273	WOW Shirt	\$0.280
384	Carhartt Tradesman Shirt	\$0.408
Various	NOG Cleaning- Pants, Shirts, or Coveralls	\$0.215

- This agreement is effective as of this date April 1, 2016, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).

- Name Emblem \$ 1.146 ea
- Custom Emblem \$ 3.95 ea
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms - Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item N/A % of Inventory \$ Ea.
- Automatic Lost Replacement Charge: Item N/A % of Inventory \$ Ea.
- Minimum Charge \$ 35.00 per delivery location.
- Make-Up charge \$ 1.529 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.153 per garment.
- Seasonal Sleeve Change \$ N/A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

- Artwork Charge for Logo Mat \$ 125.00

- Uniform Storage Lockers: \$ 3.57 ea/week, Laundry Lock-up: \$ 3.005 ea/week Shipping: \$ N/A

- Service Charge \$ 0.00

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 15.00 per garment will be assessed for employees size changed within 4 weeks of installation.

- Other: See NOG Addendum outlining the service and pricing for "Not our garment/ NOG" pricing terms for City of Austin

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

***Indicated bundled items/services**

☐ Initial and check box if Unilease. All Garments will be cleaned by customer

☐ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control customer.

☐ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Date: 04/01/2016Cintas Loc. No: 086By: Evan Floyd/ Vanessa Foster EFTitle: Uniform Sales/ SSE

Accepted-GM: _____

Email: _____

CUSTOMER:

Please Sign Name _____

Please Print Name MARTY JAMESPlease Print Title BUNEL IIEmail: MARTY.JAMES@AUSTINTEXAS.COY

US Communities Participating Public Agencies Terms

1.

Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Harford County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement. In accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.

2. Master Agreement available at www.uscommunities.org

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one time preparation fee indicated on Exhibit A. Customer shall not pay Company any one time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as liquidated damages equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as liquidated damages equal to 23 weeks of rental service.

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

NOG Addendum

All garments remain the property of the Customer. It is understood by both parties that the garments will be cleaned by the Company. Any garments that require replacement due to normal wear will be replaced by the Customer. In the event of items being lost, stolen, rendered unusable, or destroyed by flame, fire, acid, paint, ink, gross neglect, or otherwise, including during the cleaning process, the Customer will replace these at Customer's expense.

Furthermore, Cintas will flat bill for all garments in circulation for each wearer in the program at the rates agreed upon on Service Agreement. It is the responsibility of the Customer to ensure these are collected in pick up areas designated by Customer and Company each week prior to service visit.

Cintas Loc No: 086

By: Evan Floyd/ Vanessa Foster

Signature: 

Title: Uniform Sales Representative/ SSE

Date: 4/1/2016

Please Sign Name: 

Please Print Name: MARTEL JAMES

Please Print Title: BUYER II

Date: 04-01-2016

EXHIBIT C
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 24 day of April, 2014

CONTRACTOR

Authorized Signature

Title

Cintas
[Signature]
General Manager

**EXHIBIT D
CITY OF AUSTIN, TEXAS
NON-SUSPENSION OR DEBARMENT CERTIFICATION**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Contractor hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Dated this 24 day of April, 2016

CONTRACTOR

Authorized Signature

Title

Cintas
[Signature]
General Manager

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Cintas Corp
Round Rock, TX United States

Certificate Number:
2016-32576

Date Filed:
03/30/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

NC150000018
Uniform rental and cleaning services

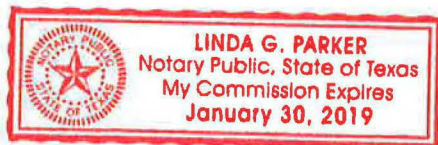
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	City of Austin	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE



Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Diego Nucete, this the 30th day of March, 20 16, to certify which, witness my hand and seal of office.



Signature of officer administering oath

Linda G. Parker

Printed name of officer administering oath

Notary

Title of officer administering oath