



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
CINTAS CORPORATION NO. 2 ("Contractor")
for
RENTAL AND LAUNDERING OF LAB COATS**

Contract Number: MA 2200 NC210000025

The City accepts the Contractor's Offer for the above requirement and enters into the following Contract. This Contract is between Cintas Corporation No. 2 having offices at 6800 Cintas Boulevard, Mason, OH 45040 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor's Local Government Purchasing Cooperative (U.S. Communities Government Purchasing Alliance an Omnia Partner) Contract No. R-BB-19002.

1.1 This Contract is composed of the following documents in order of precedence:

- 1.1.1 This Document
- 1.1.2 Supplemental Terms, incorporated herein and attached as Insert Exhibit A hereto.
- 1.1.3 Scope of Work, attached as Insert Exhibit B hereto.
- 1.1.4 Local Government Purchasing Cooperative (U.S. Communities Government Purchasing Alliance an Omnia Partner) Contract No. R-BB-19002, incorporated herein and attached as Insert Exhibit C hereto.
- 1.1.5 Contractor's Offer, incorporated herein and attached as Insert Exhibit D hereto.
- 1.1.6 City of Austin Non-Discrimination and Non-Retaliation Certification herein and attached as Insert Exhibit E hereto.

1.2 Compensation.

The Contractor shall be paid a total Not-to-Exceed amount of \$33,000.00 for the initial Contract term and \$11,000.00 for each extension option as indicated in the Offer.

1.3 Term of Contract.

This Contract shall remain in effect for an initial term of 33 months or the City terminates the Contract. This Contract may be extended beyond the initial term for 2 additional 12-month periods at the City's sole option.

For questions regarding your invoice/payment please contact the City Contract Manager.

This Contract (including any Exhibits and referenced Documents) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior 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 NO. 2

Jeremy Dressler
Printed Name of Authorized Person

Jeremy Dressler
Signature

Governmental Account Manager
Title:

2/26/2021
Date:

CITY OF AUSTIN

Didi Broniszewski
Printed Name of Authorized Person

Adrianna Broniszewski
Signature

Digitally signed by Adrianna
Broniszewski
Date: 2021.02.26 11:38:42 -06'00'

Procurement Specialist III
Title:

2/26/2021
Date:

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1. **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Jeremy Dressler; Phone: 713-204-9328; Email: dresslerj@cintas.com. Austin Water's Contract Manager for the engagement shall be Andres Ramirez; Phone: (512) 972-0310; Email: andres.ramirez@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.
 - 2.1. Invoices received without all required information cannot be processed and will be returned to the vendor.
 - 2.2. Invoices shall be sent to each corresponding location as listed on Attachment A. These Invoices shall be approved by the City and will be held for the Monthly Statement verification for payment.
 - 2.3. The Contractor shall set up an invoicing, payment, and recording-keeping online accounting system compatible with the City's system to pay invoices. Records shall be kept by the Contractor and accessible to the City upon request and shall be provided within five (5) business days after a request has been made. The Contractor shall provide Monthly statements with the corresponding Monthly Uniform Record of that location, no later than the 5th day of each month for the prior month's delivery/pick-up tickets.

Monthly statements shall be emailed to the below addresses:

	City of Austin
Department	Austin Water
Attn:	Austin Water Laboratories
Email	AWADMINLAB@austintexas.gov

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

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provide, are filed or reasonable evidence indicating probable filing of such claims;

- 3.3.3. 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. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

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: Didi Bronsizewski, Procurement Specialist III

P.O. Box 1088

Austin, Tx 78767

To the Contractor:

Cintas Corporation

Attn: General Manager

25 Cypress Boulevard

Round Rock, Tx 78665

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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 AM. 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

OR

PURInsuranceCompliance@austintexas.gov
- 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.

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- 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:
 - 621.1. Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - 621.2. Contractor/Subcontracted Work.
 - 621.3. Products/Completed Operations Liability for the duration of the warranty period.
 - 621.4. Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.
 - 621.5. Thirty (30) calendar days' Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.
 - 621.6. 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:
 - 622.1. Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
 - 622.2. Thirty (30) calendar days' Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
 - 622.3. The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

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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:

6231. The Contractor's policy shall apply to the State of Texas.

6232. Waiver of Subrogation, Form WC420304, or equivalent coverage.

6233. Thirty (30) calendar days 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.

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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. **Workforce Security Clearance and Identification (ID).** Contractor personnel will be required to check in at the security desk when entering or leaving the Austin Water Departments buildings building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven day in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

The Contract Manager or Department Designee shall the right to require that the Contractor remove from a City facility any employee of the Contractor whose conduct is improper, inappropriate or offensive; and such employee shall not be assigned to provide services for the remainder of the Contract term without the written consent of the Contract Manager or Department Designee.

14. **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".
15. **Delivery Requirements.**
 - 15.1. Pick-up and delivery shall be determined by the Contract Manager or Department Designee at each location. Delivery shall be made a minimum two (2) hours prior to a location's closing time.
 - 15.2. Pick-up and delivery shall be included as part of the rental and laundering services cost.
 - 15.3. Each item shall be "scanned" and counted and documented and a delivery/pick-up ticket of items shall be provided to the Contract Manager or Department Designee prior to leaving that location.
 - 15.4. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
 - 15.5. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays.
16. **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.

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17. **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.

18. **Subcontractors.**

18.1. 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, 2-98, 2-9C, and 2-90, 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 2-90, 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.

18.2. 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:

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

18.2.2. 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;

18.2.3. 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;

18.2.4. 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

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

18.3. 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.

18.4. 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.

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

Holiday	Date Observed
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

20. **Indemnity.**

20.1. Definitions:

20.1.1. "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:

20.1.1.1. 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;

20.1.1.2. 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),

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

20.2. 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.

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21. Dispute Resolution.

21.1. 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.

21.2. 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.

21.3. 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.

22. **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.

23. **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.

24. **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.

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PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS**

25. **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.
26. **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
CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATION
RENTAL AND LAUNDERING OF LAB COATS**

1. **PURPOSE:**

The City of Austin (City) seeks to establish a contract with a qualified Contractor(s) to provide rental of laboratory coats and cleaning services. The Contractor shall provide all labor, equipment, supplies, transportation and provide all services necessary for furnishing clean and serviceable laboratory coats to the City on a weekly basis.

The contract will be used by the Austin Water (AW) Laboratories. The City reserves the right to add or remove other City Departments, locations, services, or adjust frequency as deemed necessary throughout the contract term.

Any requirements or services that have been omitted from this scope of work that are clearly necessary or in conformance of services/goods shall be considered a requirement although not directly specified or called for in the scope of work.

2. **TERM OF CONTRACT:**

The term of the contract shall commence upon execution and remain in effect for an initial term of twenty-four (24) months. The contract may be extended beyond the initial term for up to three (3) additional twelve (12) month periods at the City's sole option.

3. **DELIVERY REQUIREMENTS:**

Location:
Water Quality Laboratory Attn: Racquel Bass

14050 Summit Dr. Suite 121

Austin, Texas 78728

racquel.bass@austintexas.gov

Days:
Monday – Friday 7:30 a.m. – 3:00 p.m.

Location:
Walnut Creek WWTP Attn: Gary Gilmer

7113 FM 969.

Austin, Texas 78724

gary.gilmer@austintexas.gov

Days:
Monday – Friday 7:30 a.m. – 3:00 p.m.

Location:
Hornsby Bend BMP-
Laboratory Attn: Trinity O'Neal

2210 S. FM 973

Austin, Texas 78728

trinity.oneal@austintexas.gov

Days:
Monday – Friday 7:30 a.m. – 3:00 p.m.

- 3.1. Delivery/Pickup shall be weekly every 7 calendar days after the order is placed (either verbally or in writing). All orders shall be shipped complete unless arrangements for partial shipments are made in advance.

EXHIBIT B
CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATION
RENTAL AND LAUNDERING OF LAB COATS

- 3.2. The Contractor shall provide, with each delivery and pick up, a delivery and pickup ticket showing the description of each item, quantity, and unit price.
- 3.3. After initial delivery, the contractor shall communicate to each lab manager which day of the week will be the weekly delivery day. If delivery day falls on a holiday, the contractor shall communicate and post the substitute day at the serviced location.

4. **INVOICE AND PAYMENT ADDRESS:**

The City's preference is to have itemized invoices emailed to the below address:

	City of Austin
Department:	Austin Water
Attn:	Austin Water Laboratories
Email:	AWADMINLAB@austintexas.gov

For questions regarding your invoice/payment please contact the City Contract Manager.

5. **DESIGNATION OF KEY PERSONNEL:**

The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual(s) having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor shall promptly notify the City and obtain written approval for the replacement. Such approval shall not be unreasonably withheld.

The City's key personnel are identified as follows:

	Name	Phone Number	Email Address
Contract Manager	Andres Ramirez	(512) 972-0310	andres.Ramirez@austintexas.gov
Contractual Monitor	Ryan Braziel	(512) 972-0287	ryan.braziel@austintexas.gov
Operational Monitor	Regina Luna	(512) 972- 1203	regina.luna@austintexas.gov
Procurement Specialist			

**EXHIBIT B
CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATION
RENTAL AND LAUNDERING OF LAB COATS**

6. SINGLE POINT OF CONTACT:

The Contractor shall:

- 6.1 Provide a SPOC available during all hours worked by the Contractor's employees.
 - 6.1.1 The SPOC shall be fluent in the English language and shall be able to communicate effectively with the Contract Manager or designee.
 - 6.1.2 The SPOC shall have the authority to dispatch Contractor personnel; and shall have full decision-making authority on behalf of the Contractor for all services provided under this Contract.
 - 6.1.3 The SPOC shall not be removed from the project without prior written consent by the Contract Manager or designee.
 - 6.1.4 During times the SPOC is unavailable (due to vacation, travel, etc., for example), the Contractor shall provide a designee for the SPOC. The designee shall meet the same requirements as specified for the SPOC within this Scope of Work and shall have the same authority as the SPOC.

7. APPLICABLE SPECIFICATIONS:

- 7.1 The Contractor shall ensure the goods and/or services complies with Federal, State and Local Laws, regulations, policies, ordinances, and AW guidelines.
- 7.2 The Contractor shall comply with:
 - 7.2.1 Occupational Safety and Health Administration (OSHA) safety requirements:
<https://www.osha.gov/>
 - 7.2.2 City of Austin Ordinances and regulations:
https://library.municode.com/tx/austin/codes/code_of_ordinances

8. CONTRACTOR REQUIREMENTS:

The Contractor shall:

- 8.1 Provide weekly pickup of soiled laboratory coats and delivery of cleaned, wrinkle-free and serviceable laboratory coats to the locations listed on the Section 0600 price sheet.
- 8.2 Be responsible for changing internal delivery information within one (1) week upon notification by Contract Manager or designee for new employees and those reassigned to a new work location. The City employee shall be responsible for carrying rental laboratory coats to the new work location.
- 8.3 Be advised within one (1) week of a termination of a City employee that has rented laboratory coats. The City Location POC will gather all rented laboratory coats from the terminating City employee. The Contractor shall be prepared to pick up laboratory coats as part of the next regularly scheduled pickup/delivery for that location. The Contractor shall not invoice the City Laboratories for services effective the date of notification of termination.

**EXHIBIT B
CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATION
RENTAL AND LAUNDERING OF LAB COATS**

- 8.4 Issue each City Laboratory employee seven (7) new, laboratory coats and each City Administrative office employee two (2) new, laboratory coat. Contractor shall provide separate cut and sizing for male and female employees or unisex
- 8.5 Coordinate an agreed time with each City Location POC to obtain measurements from all lab personnel and maintain an itemized record of each employee and their sizes to assist with replacing worn or damaged coats. The measurements shall be completed within 30 days after the award or mutually approved by City Location POC and Contractor.
- 8.6 Provide tailoring, alterations and mending to laboratory coats as required at no extra cost to the City and shall be completed within 7 calendar days. Laboratory coats which cannot be repaired, or which are worn out shall be replaced within 7 calendar days at no extra cost to the City. If employees' body configuration changes from its initial measurement, the Contractor shall take measurements again and replace them with the appropriate coat size within next scheduled delivery.
- 8.7 Upon notification, Contractor shall provide coats for each *new employees* within 7 calendar days. POC or designee shall be responsible for informing the Contractor of new employees.
- 8.8 Provide receptacles for soiled laboratory coats per laboratory. This container shall be marked with the Contractor's name and phone number.
- 8.9 In addition to the "tie-on-tag," provide a method for City employees to convey any coat concerns. Method may be via phone, fax, or e-mail.
- 8.10 Correct delivery shortages and mistakes seven (7) calendar days of each occurrence. In no case shall the correction period extend beyond the next scheduled delivery for that location without prior notice. The City shall not remit payment unless shortages or mistakes are corrected.
- 8.11 Be responsible for inventory of all laboratory coats at the time of pickup and/or delivery. A City Location POC shall be available to assist and sign inventory tickets. A copy of the inventory ticket shall be given to the City Location POC at the time of pickup.
- 8.12 Be responsible for any actions or lack thereof from any subcontractors or other representatives hired to perform any work.
- 8.13 If Contractor fails to notify the City of lost coats, the City shall not be liable for payment. Laboratory coats lost by the Contractor shall be replaced at no cost to the City. If the Contractor fails to replace lost coats, The City shall not remit any payments for each coat not replaced.

9. MATERIAL SPECIFICATIONS / SERVICES REQUIRMENT:

The Contractor shall:

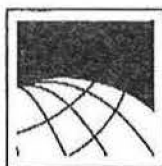
- 9.1 Ensure that laboratory coats meet or exceed the following specifications:
 - Colors: White or Blue
 - Length: Full
 - Materials: Dacron, Cotton, Twill, or Cotton/Polyester Blend, Nylostat, Micro Stat
 - Men and Women sizes: XS, SM, M, L, XL, XXL and any size above XXL custom
- 9.2 Minimum serviceability coat standards are defined as:

**EXHIBIT B
CITY OF AUSTIN
SCOPE OF WORK/SPECIFICATION
RENTAL AND LAUNDERING OF LAB COATS**

- Provide fittings/size changes per employee at any time during contract as per request
- No rips, tears, or acid burns longer than 3 inches, even if patched.
- Rips, tears, or holes of less than 1-inch diameter may be patched.
- No holes to exceed 3 inches, even if patched. If hole is greater than 3 inches, Contractor shall replace it with a new coat.
- Pockets shall be properly attached. If pockets are flapped, both flap and button attached. All laboratory coat buttons intended for closure shall be attached and whole (not broken).

10. **CITY REQUIREMENTS:**

- 10.1 The City will Provide a City Location POC or designee who will schedule the service.
- 10.2 City Location POC or designee will identify a) new employees and b) employees with substantial changes in body configuration to Contractor for issue of laboratory coats.
- 10.3 Laboratory supervisors will assign a Location POC to assist Contractor in the pickup and delivery of laboratory coats.
- 10.4 Laboratory supervisors will designate a location in each facility for the pickup and delivery of laboratory coats.
- 10.5 Laboratory will inform Contractor within one (1) week when an employee using rented laboratory coats is terminated. Rental laboratory coats will be returned to Contractor at the next scheduled pickup/delivery time.
- 10.6 Laboratory will inform Contractor within one (1) week when new employees or locations are added.



Prince William County

PUBLIC SCHOOLS

Providing A World-Class Education

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.

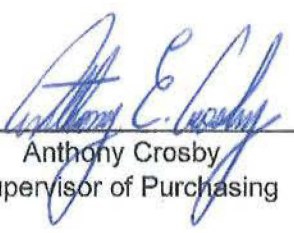
- i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses; (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions 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

12/9/18
Date


Title


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?

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 from 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

EXHIBIT D

**BID SHEET
CITY OF AUSTIN
LABORATORY COAT RENTAL AND CLEANING SERVICES
COA contract# MA 2200 NC210000025, Omnia Contract #R-BB-19002**

COMPANY NAME: Cintas Corporation

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

Prices being submitted shall include ALL discounts, handling and shipping charges, FOB Destination.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item.

The quantities noted below are estimated employees per lav coats and not a guarantee of actual volume. The City does not guarantee the quantities listed. Quantities are provided as a guide based on historical usage. Actual rental and cleaning services may be more or less.

ITEM NO.	Item Description	Estimated # of Lab coats	Unit of Measure	Cost of Rental of lab coat	Cost of cleaning per lab coat	Frequency # (Weeks)	Extended Annual Cost
1	Dacron, Cotton, Twill or Cotton, Polyester Blend Lab Coats Walnut Creek Laboratories 7113 E. M.L. King Jr. Blvd. Austin, Texas 78724	136	Each	\$0.46	\$0.00	52	\$3,253.12
2	Dacron, Cotton, Twill or Cotton, Polyester Blend Lab Coats Water Quality Laboratory 14050 Summit Drive Suite 121 Austin, Texas 78728	142	Each	\$0.46	\$0.00	52	\$3,396.64
3	Dacron, Cotton, Twill or Cotton, Polyester Blend Lab Coats Hornsby Wastewater Laboratory 2210 F.M. 973 Austin, Texas 78725	114	Each	\$0.46	\$0.00	52	\$2,726.88
SUB-TOTAL							\$9,376.64

Section 2: Additional Services (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services you will provide the City and the prices you would charge. This information will not be used in the evaluation of the bid and is for informational purposes only. There is no guarantee of purchase.

ITEM NO.	DESCRIPTION OF OTHER SERVICES	PRICE*	UNIT OF MEASURE
7	Replacement Fee for Lost Laboratory Coat	25.00	Each
8	One Time Prep Fee per new employee per lab Coat	Included	Each
9	One Time Special Size Fee per new employee per lab Coat	Included	Each
10	Other: City of Austin emblem and name emblem	Included	

* Unless otherwise specified, **Price** quoted as a firm-fixed price

[illegible]

EXHIBIT E

City of Austin, Texas NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin Minimum Standard Non-Discrimination and Non-Retaliation 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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 26th day of February, 2021

CONTRACTOR
Authorized
Signature

Title

Cintas Corporation
[Signature]
Governmental Account Manager