

File ID: 2024-01897

12/3/2024

NPSA for Uniform and Entrance Mat Rental and Laundering Services (Citywide) [Published for 10-day Review on 11/21/2024]

File ID: 2024-01897

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or the City Manager’s designee to execute Non-Professional Services Agreement (NPSA) No. PRC003243 with Cintas Corporation for the rental and laundering of uniforms for City staff and entrance mats for City buildings for a five-year term in an amount not to exceed \$1,900,000.

Contact: Gary O’Neill, Contract and Compliance Specialist, (916) 808-7432, goneill@cityofsacramento.org; Dayana Reyes Zanaska, Procurement Manager, (916) 808-5524, dreyezanska@cityofsacramento.org; Finance Department

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-PRC003243 NPSA Cintas Uniforms Agreement

Description/Analysis

Issue Detail: Uniform shirts, pants, and coveralls are provided to City staff members in multiple departments pursuant to various labor unions’ memoranda of understanding. Over 1,000 employees are outfitted each year with uniforms. City buildings also need entrance mats to be rented and cleaned. The current contract for these services, Contract No. PRC000482 with Mission Linen Supply, expires on February 28, 2025.

On March 15, 2024, the City posted Request for Proposals (RFP) No. P24061521009 on the City’s electronic bidding portal. Notifications of RFP were sent to 133 registered vendors. Twelve vendors viewed the RFP, and four proposals were submitted prior to the submission deadline of April 10, 2024.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 Procurement.

The Sacramento City Code Section 4.04.020 and the City Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements, and all agreements greater than \$1,000,000 shall be made available to the public at least ten (10) days prior to City Council action. This item was published for 10-day review on November 21, 2024, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of supplies and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA guidelines.

Sustainability: The recommendations in this report are in accordance with the provisions of the Sustainable Purchasing Policy.

Commission/Committee Action: None.

Rationale for Recommendation: An RFP evaluation panel composed of six City staff members from various departments evaluated and scored the proposals based on criteria in the RFP. One of the proposals was deemed non-responsive as it did not meet RFP requirements. Cintas submitted the highest-ranked proposal and was recommended for the contract award.

Financial Considerations: Sufficient funding is available in the Fiscal Year (FY) 2024/25 approved operating budget and/or capital improvement program budgets of the departments acquiring this service. Payments after FY2024/25 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Cintas is an LBE.

ATTACHMENT 2 TO STAFF REPORT 2024-01897

CONTRACT #: **PRC003243**

CONTRACT NAME: **Uniform and Entrance Mat Rental and Laundering Services (Citywide)**

CONTRACT PROJECT #: 413301-1001-06001521

SOURCING EVENT #: P24061521009

DEPARTMENT: Finance

DIVISION: Procurement

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS CONTRACT is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation ("CITY"), and

Cintas Corporation

6800 Cintas Boulevard

Mason, OH 45040-9151

P.O. Box 625737

Cincinnati, OH 45262-5737

Phone 513-459-1200

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. **Effective Date.** This Contract shall be effective beginning **December 10, 2024**.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the "Contract Documents"):

Request for Proposals #P24061521009

Exhibit A – Scope of Services

Exhibit B – Payment

Exhibit C – Insurance

Exhibit D – General Conditions

Purchase Orders referencing this Contract number

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the non-professional services described in Exhibit A ("Services").

Contractor will not be compensated for non-professional services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of Exhibit A; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

City will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required by the Sacramento City Code. As used in this Contract, the term “Services” includes both Services and Additional Services as applicable.

4. **Payment.** City shall pay Contractor at the times and in the manner set forth in Exhibit B. Contractor shall submit all invoices to City in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

None.

6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is applicable to certain contracts with the City in an amount of

\$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period. Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

11. **Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") are applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these

requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for Contractor represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the Contractor and to bind the Contractor to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Gary O'Neill / Contract and Compliance Specialist
City of Sacramento Procurement Division
915 I Street, 2nd Floor
Sacramento, CA 95814-2614
Phone 916-808-7432 / E-mail goneill@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Amanda Smith / Public Sector Account Manager
Cintas Corporation
1231 National Drive
Sacramento, CA 95834-1902
Phone 408-499-8626 / E-mail smitha18@cintas.com

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for **two years, through December 31, 2026**. The City may extend this Contract for **up to three additional years, for a maximum five-year term, through December 31, 2029**. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.

ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

1. **Responsibility of Contractor:** The Contractor shall be responsible for providing uniforms and/or entrance mats and laundering these items as required. The Contractor may also offer direct-sale garments to the City and laundering of these items.
2. **New merchandise:** All garments and mats shall be new. All mats are cleaned and kept maintained by size so they will swapped each week for clean mats, but not out of our factory new.

Garments and mats have not been put into circulation for another location or employee. Garments for an employee may be assigned re-issued another location if that employee is assigned to a new location.

3. **Laundering:** Garments are to be laundered to industry standards.
4. **Delivery / pick up service:** The Contractor shall be responsible for delivering clean uniforms or mats and picking up soiled uniforms or mats for each City location in the contract once per week. New locations may be added with written permission of both parties. The City may request more frequent deliveries at some facilities with written approval by both parties. All deliveries and pick-ups shall be on mutually agreed days and times.

Appropriate containers for the collection of soiled uniforms and rags shall be provided at no charge to the City.

5. **Number of uniforms:** The quantity and type of garment varies depending on the job classification of the staff member and the Memo of Understanding for the associated labor union. Most, but not all, City staff that are required to wear uniforms shall be issued eleven sets of uniforms, one to wear, five in inventory at the City, and five at the Contractor's facility being laundered. Additionally, some City staff members will be issued coveralls.
6. **Direct sale items:** The Contractor will make available to the City foul weather jackets and other garments that may be purchased by City departments. Prices are to be the most-favorable price rate offered by the Contractor.

The Contractor reserves the right to test wash direct sale items to ensure that they can withstand industrial laundering. The Contractor shall notify the City of unsuitability of any direct sale item for industrial laundering PRIOR to sale of the item to the City.

7. **Direct sale items; laundering:** The City shall have the option to launder the garments themselves or to have the Contractor launder the garments for a set fee. Replacement of direct sale items will be the responsibility of the City unless the garment is damaged by the Contractor during the laundering process.

The City may elect to waive the test wash requirement for direct sale garments that will not be laundered by the Contractor.

8. **Warranties:** All garments and mats shall be guaranteed and warranted for one year from the date that they are put into service. The Contractor shall exchange garments that prove defective during the Contract.
9. **Guarantee of continuity and availability of products:** Unless the manufacturer discontinues the garments or mats, all products specified by the Contractor in their proposal shall be available to the City during the life of the contract and extensions.
10. **Quality Control:** The Contractor is required to have a functional electronic garment tracking system in place at the time of bid opening to keep lost garments at a minimum, which will track any rental garment ingress and egress from laundering facility and/or City delivery point. Radio Frequency Identification

ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

(RFID) or other industry conventional device for tracking of each item as it is picked up and delivered shall be required.

11. **Access to City facilities:** The buildings involved in this service will continue to be occupied during the contract. Work shall be performed in an orderly manner with minimum disturbance and inconvenience to the occupants. The Contractor shall confine and limit his personnel to only those areas required in performing the work. Work accomplished on weekends or legal holidays, if authorized, shall be performed at no additional expense to the City. All delivery personnel shall wear uniforms that clearly identifies them as an employee of the Contractor.
12. **Usage reports:** When requested by the City, the Contractor will provide Usage Reports. The reports will be in Excel spreadsheet format. The report will show the number, type, and size of each garment issued to each location and to each staff member at that location. The reports will be provided annually. Reports may be issued more frequently or contain additional information if mutually agreed by both parties.
13. **Subcontracting is not allowed:** The Contractor shall not subcontract any services without approval from the City and an authorized contract supplement.
14. **Invoicing:** The City shall provide two Excel Spreadsheets with pre-populated cells with the names of the departments/locations and the budget lines. One spreadsheet will be for regular rental and laundering charges. The second spreadsheet will be for uniforms that were prematurely damaged or lost by the City. The Contractor is responsible for adding the price and invoice numbers to each respective line of the spreadsheets. The Excel spreadsheets are to be submitted to the Procurement Division of the City for review. The Procurement Division will either submit the invoice for payment or request that a correction be made, or the spreadsheet revised and resubmitted.
15. **Pre-maturely damaged or lost uniforms:** Uniforms or mats that have been in service for less than one year and are accidentally or purposely rendered unusable by the City shall be replaced by the Contractor and charged to the City per Attachment 1 to the Payment Exhibit. There will be no charge to replace uniforms or mats that have been in service for one year or more.
16. **City Holidays.** The City observes the following holidays. If a scheduled delivery/pickup is on a City holiday, the delivery/pickup will be made on the following workday, or on a day mutually agreed upon by both parties.
 - New Year's Day - *January 1
 - Martin Luther King Day - Third Monday in January
 - President's Day - Third Monday in February
 - Cesar Chavez Day - *March 31
 - 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
 - Day After Thanksgiving - Fourth Friday in November
 - Christmas Eve - *1/2 day December 24 PM
 - Christmas Day - *December 25
 - New Year's Eve - *1/2 day December 31 PM

* If this Holiday falls on a Saturday, it is observed on the preceding Friday; if on Sunday, then the succeeding Monday).

ATTACHMENT 1 TO EXHIBIT A – SCOPE OF SERVICES

17. **Purchase Order.** Purchase Orders will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover an item or specified period. If a contract is for a specific period and extends beyond the close of the City's fiscal year of June 30th a second purchase order may be issued.
18. **Invoices:** The Contractor is responsible for preparing and submitting two Excel spreadsheets each week with a consolidation of all City invoices for that week of service. One spreadsheet is for all regular uniform, mat, and other accessories rental and laundering charges. The second spreadsheet is a consolidation of all invoices for the service week for uniform replacement charges for garments that were lost or abused by the City. The invoices shall be submitted for approval to the Procurement Division prior to approval for payment.
19. **Dismissal of Unsatisfactory Employees:** The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the Contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.
20. **Contractor's personnel:** The Contractor's route courier is to wear uniform apparel that is marked with the Contractor's name as well as the first name of the courier. A Photo ID Badge issued by the City may be required to be worn by the Contractor's route courier while at City locations.
21. **Contractor's vehicle:** The Contractor's vehicle used for pick-ups and delivery shall be clearly marked with the Contractor's name. Any parking fees or fines shall be paid by the Contractor. The City reserves the right to determine where the Contractor's vehicle shall park while at City locations.

ATTACHMENT 2 TO EXHIBIT A - LOCATIONS

Account No.	Location Name	Address
	COS PW FLEET MANAGEMENT-BLDG 5	5730 24 th Street – SACY Building 5
	COS PW FLEET MANAGEMENT- BLDG 6	5730 24 th Street – SACY Building 6
	COS PW FLEET MANAGEMENT- BLDG 16	5730 24 th Street – SACY Building 16
	COS PW URBAN FORESTRY-BLDG 12A	5730 24 th Street – SACY Building 12A
	COS PW FACILITIES MAINTENANCE- BLDG 4	5730 24 th Street – SACY Building 4
	COS PW PAVEMENT SACY-BLDG 14	5730 24 th Street – SACY Building 14
	COS PW INSOURCE CONCRETE - BLDG 9	5730 24 th Street – SACY Building 9
	COS PW TRAFFIC CONTROL & SIGNALS-BLDG 11	5730 24 th Street – SACY Building 11
	COS YPCE PARK MAINT SACY-BLDG 12	5730 24 th Street – SACY Building 12
	COS DOU WATER DISTRIBUTION-BLDG 22	5730 24 th Street – SACY Building 22
	COS DOU DRAINAGE-BLDG 19	5730 24 th Street – SACY Building 19
	COS DOU WASTEWATER-BLDG 20	5730 24 th Street – SACY Building 20
	COS PW TRAFFIC SIGNS & MARKINGS-BLDG 10	5730 24 th Street – SACY Building 10
	COS PW FLEET MANAGEMENT	2812 Meadowview Road – Building 3
	COS PW RECYCLING & SOLID WASTE	2812 Meadowview Road – Building 1
	COS DOU CWTP EIS	1391 35 th Avenue
	COS DOU CWTP	1391 35 th Avenue
	COS DOU SRWTP EIS	301 Water Street
	COS PD CUSTODIAN-ROONEY	5303 Franklin Boulevard
	COS PW FLEET MANAGEMENT - ROONEY	5303 Franklin Boulevard
	COS YPCE PARK MAINTENANCE LANDPARK	3853 18 th Street – (William Land Golf Course)
	COS YPCE PANNELL CC	2450 Meadowview Road
	COS PD CUSTODIAN-FREEPORT	5770 Freeport Boulevard
	COS PW RECYCLING & SOLID WASTE NACY	918 Del Paso Road – NACY Building 2
	COS YPCE BELLE COOLEDGE CC	5699 S. Land Park Drive
	COS YPCE MIMS CC	3271 Marysville Boulevard
	COS YPCE PARK MAINT. SUTTER	20 28 th Street – Sutter Yard Building 4
	COS PW PARKING ENFORCEMENT	300 Richards Boulevard
	COS PW PARKING - TOWER BRIDGE	135 Neasham Circle - (Tower Bridge Garage)
	COS PW PARKING CITY HALL	914 11 th Street - (CH Parking Garage)
	COS DOU SRTP DRAINAGE	301 Water Street
	COS PW METER SHOP	1126 11 th Street
	COS CCS CONVENTION CENTER	1515 J Street
	COS PW PARKING MAINTENANCE STAFF	135 Neasham Circle - (Tower Bridge Garage)
	COS YPCE SOUTH NATOMAS CC	2921 Truxel Road
	COS YPCE PARK MAINT. NACY	918 Del Paso Road – NACY Building 2
	COS PW FLEET MANAGEMENT - NACY-BLDG 3	918 Del Paso Road – NACY Building 3
	COS PW PAVEMENT NACY	918 Del Paso Road – NACY Building 1
	COS DOU FAIRBAIRN WTP	7501 College Town Drive
	COS DOU FAIRBAIRN WTP EIS	7501 College Town Drive
	COS DOU USA	5730 24 th Street – SACY Building 19
	COS YPCE AQUATICS	20 28 th Street – Sutter Yard Building 4
	COS YPCE COLOMA CC	4623 T Street
	COS YPCE HART SENIOR CTR	915 27 th Street
	COS YPCE OAK PARK CC	3425 Martin Luther King Jr Drive
	COS YPCE GEORGE SIMS CC	6207 Logan Street
	COS PW FLEET MANAGEMENT - KINNEY	3550 Marysville Boulevard
	COS PD CUSTODIAN-KINNEY	3550 Marysville Boulevard
	COS DOU DRAINAGE- NACY	918 Del Paso Road – NACY Building 1
	COS CDD CODE ENFORCEMENT	300 Richards Boulevard
	COS SFD SHOP	3230 J Street
	COS DOU SRWTP WATER MAINTENANCE	301 Water Street
	COS DOU FAIRBAIRN WTP WATER MAINT	7501 College Town Drive
	COS YPCE EVENT SUPPORT SERVICES	5730 24 th Street – SACY Building 12
	COS YPCE NORTH NATOMAS AQUATICS	2601 New Market Drive

EXHIBIT B

PAYMENT

1. **Contractor's Compensation.** The total of all fees paid to the Contractor for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of **\$1,900,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **Contractor's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of Contractor for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) Contractor's Invoice Number
 - (4) Date of Invoice Issuance
 - (5) Work Order Number (if applicable)
 - (6) CITY representative identified on the Purchase Order
 - (7) Contractor's remit address

- (8) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

- D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.
- E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.
- F. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of the Goods order. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

- 6. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 7. **Accounting Records of Contractor.** During performance of this Contract and for a period of three years after completion of performance, Contractor shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the City upon reasonable written notice.
- 8. **Tax Payments.** Contractor shall pay, when and as due, any and all taxes incurred as a result of Contractor's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. Contractor hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of Contractor's breach of this section.

ATTACHMENT 1 TO EXHIBIT B - PRC003243

PRICING

Description	Item number and description	Weekly Cost to Rent and Launder	Unit of Measure	Number of sets each week per employee	Replacement charge: lost or prematurely worn garments (each)	Uniform Advantage	Emblem Advantage	Prep Advantage
Coats, Shop and Laboratory	59925 LAB COAT	\$ 0.30	each	1	\$ 18.14	\$ 0.07	\$ 0.05	\$ 0.05
Coveralls, 100% cotton	910 COTTON COVERALLS	\$ 0.46	each	1	\$ 37.80	\$ 0.07	\$ 0.05	\$ 0.05
Dress Slacks - Mens'	23945 STRETCH PANT	\$ 0.74	each	5	\$ 31.50	\$ 0.07		\$ 0.05
Dress Slacks - Womens'	23390 WOMEN'S STRETCH PANT	\$ 0.75	each	5	\$ 31.50	\$ 0.07		\$ 0.05
Flame Retardant Coveralls	387 (CARHARTT)FR COVERALL	\$ 1.50	each	1	\$ 148.50	\$ 0.10	\$ 0.05	\$ 0.05
Flame Retardant Denim Jeans	280 (CARHARTT) FR JEAN	\$ 0.78	each	5	\$ 49.50	\$ 0.10		\$ 0.05
Flame Retardant Pants	73478 (CARHARTT) FEATHERWEIGHT	\$ 0.85	each	5	\$ 72.00	\$ 0.10		\$ 0.05
Flame Retardant Shirt	392 (CARHARTT) FEATHERWEIGHT	\$ 0.77	each	5	\$ 72.00	\$ 0.10	\$ 0.05	\$ 0.05
Jackets, Jackets	970 PERMALINED JACKET	\$ 0.47	each	1	\$ 31.95	\$ 0.07	\$ 0.05	\$ 0.05
Pants, Carpenter Dungaree	383 (CARHARTT) DUNGARREE	\$ 0.78	each	5	\$ 29.70	\$ 0.07		\$ 0.05
Pants, Denim Jeans 100% cotton	290 (CARHARTT) FR JEAN	\$ 0.78	each	5	\$ 49.50	\$ 0.07		\$ 0.05
Pants, Industrial Cargo	23270 CINTAS CARGO	\$ 0.83	each	5	\$ 36.00	\$ 0.07		\$ 0.05
Shirt, Dress - Mens'	374 CINTAS OXFORD	\$ 0.67	each	5	\$ 22.95	\$ 0.07	\$ 0.05	\$ 0.05
Shirt, Dress - Womens'	66528 CINTAS WOMENS OXFORD	\$ 0.65	each	5	\$ 22.95	\$ 0.07	\$ 0.05	\$ 0.05
Shirts, Industrial 100% cotton	330 COTTON WORKSHIRT	\$ 0.26	each	5	\$ 17.70	\$ 0.07	\$ 0.05	\$ 0.05
Shirts, Industrial 65/35 poly cotton blend	935 COMFORT SHIRT	\$ 0.18	each	5	\$ 21.60	\$ 0.07	\$ 0.05	\$ 0.05
Shirts, Polo	275 HI-PERFORMANCE POLO	\$ 0.39	each	5	\$ 26.10	\$ 0.07	\$ 0.05	\$ 0.05
Shorts, Industrial Cargo	370 CARGO SHORTS	\$ 0.72	each	5	\$ 19.80	\$ 0.07	\$ 0.05	\$ 0.05
T-Shirt - long sleeve	297 (CARHARTT) TSHIRT (LS)	\$ 0.98	each	5	\$ 76.50	\$ 0.07	\$ 0.05	\$ 0.05
T-Shirt - long sleeve - safety orange - ANSI III	65418 CINTAS ANSI 3 WORK SHIRT	\$ 1.60	each	5	\$ 53.10	\$ 0.10	\$ 0.05	\$ 0.05
T-Shirt - short sleeve	75293 SHORT TSHIRT	\$ 0.52	each	5	\$ 17.99	\$ 0.10	\$ 0.05	\$ 0.05
T-shirt - short sleeve - safety orange - ANSI III	65418 CINTAS ANSI 3 WORK SHIRT	\$ 1.60	each	5	\$ 53.10	\$ 0.10	\$ 0.05	\$ 0.05
Dust mops - 24"	2570 DUST MOP 24	\$ 1.50	each	1	\$ 7.20			
Dust mops - 30"	2577 DUST MOP 30	\$ 3.80	each	1	\$ 9.90			
Dust mops - 42"	2636 DUST MOP 48	\$ 2.65	each	1	\$ 61.62			
Dust mops - 60"	2610 DUST MOP 60	\$ 2.85	each	1	\$ 52.60			
Entrance mat 3' x 4'	84335 3X5 BLACK MAT	\$ 2.20	each	1	\$ 58.50			
Entrance mat 4' x 6'	84435 4X6 BLACK MAT	\$ 2.19	each	1	\$ 76.50			
Entrance mat 3' x 10'	84035 3X10 BLACK MAT	\$ 3.30	each	1	\$ 85.50			

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below. Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

- 3. Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

- 4. Excess Insurance.** The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

This applies only with respect to Contractor's indemnity obligations.

5. Workers' Compensation Minimum Scope and Limits of Insurance Coverage. *(Check the applicable provision.)*

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

6. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

This applies only with respect to Contractor's indemnity obligations.

7. Acceptability of Insurance. Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

8. Verification of Coverage.

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The City may withdraw its offer of Contract or cancel this Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

9. **Subcontractor Insurance Coverage.** Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Contract, and Contractor will be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of Contractor's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that Contractor, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by Contractor for accomplishing the results. To the extent that Contractor obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the Contractor's sole discretion based on the Contractor's determination that the use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that Contractor use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by Contractor, such persons will be entirely and exclusively under the direction, supervision, and control of Contractor. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor will issue W-2 or 1099 Forms for income and employment tax purposes for all Contractor's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and Contractor. Contractor may represent, perform services for, or be employed by any additional persons or companies so long as Contractor does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** Contractor represents and warrants that Contractor has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for Contractor to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is off the essence in the performance of this Contract. Contractor shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **Contractor Not Agent.** Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor and Contractor's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.
5. **Conflicts of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the City's interests or that would in any way hinder Contractor's performance under this Contract. Contractor further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If Contractor is or employs a former officer or employee of the City, Contractor and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any City department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of City Information.** During performance of this Contract, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City.

Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or

communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, Contractor must comply with all City policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by Contractor of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. Contractor Information.

- A. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.
- B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten days after City is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve Contractor of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal to City or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. The Contractor will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and the information will be disclosed by City in accordance with the Public Records Act.

9. **Notification of Material Changes in Business.** Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.
10. **Standard of Performance.** Contractor shall perform in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California and in compliance with all requirements of this Contract. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.

Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.

11. **Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
12. **Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
13. **Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the warranty set forth in this contract.

B. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

C. City's inspections, approval, acceptance, or payment for all or part of any Goods and Services will in no way affect City's warranty rights.

16. Indemnity.

A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services

performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, to the extent caused by the negligent performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

18. Equal Employment Opportunity. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: Contractor shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment," as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: Contractor, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the

ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by Contractor for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: Contractor shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor shall so certify to the City, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by Contractor with the nondiscrimination provisions of this Contract, the City shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to Contractor under this Contract until Contractor complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: Contractor shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct Contractor to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Contractor may request that the City join such litigation to protect the City's interests.

19. **Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by Contractor, and by City, in accordance with applicable provisions of the Sacramento City Code.
20. **Modification of Contract.** The Contractor shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
21. **Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
22. **Waiver.** Neither the City's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
23. **Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the Parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

Any dispute arising under this agreement shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be considered in any arbitration or other proceeding with any claim or controversy of any other party.

24. **Assignment Prohibited.** The expertise and experience of Contractor are material considerations for this Contract. City has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on Contractor under this Agreement. In recognition of this interest, Contractor shall not assign any right or obligation pursuant to this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent shall be void and of no effect.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.

- 26. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 27. Flame Resistant Rider.** The City 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). THE CITY ACKNOWLEDGES THAT CONTRACTOR 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. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH THE CITY’S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC’S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. The City 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, the City releases Contractor from any and all liability that results or may result from improper or inappropriate use of FRC garments.

28. Debarment Certification

- a. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- i. Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - ii. Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - iii. Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - iv. Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.
 - v. Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability

remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

b. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

c. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

d. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.



October 25, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason OH 45040

Dear Mr. Skie,

Westex by Milliken guarantees the flame resistance of Westex ShieldCXP™ fabrics for the life of the garment when proper care and maintenance procedures are followed. The Westex ShieldCXP™ Care and Maintenance Guide is included for your review.

Sincerely,

A handwritten signature in black ink that reads 'Chris Romansky'. The signature is written in a cursive style with a large, looping 'y' at the end.

Chris Romansky
Product Portfolio Manager
Westex by Milliken
864.556.2921



December 9, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason, OH 45040

Westex guarantees the flame resistance of UltraSoft[®], Indura[®], UltraSoft AC[®] and Westex[®] DH fabrics for the life of the garment when proper care and maintenance procedures are followed. Westex' Care, Use and Maintenance Guides are included for your review. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Best regards,

A handwritten signature in black ink that reads 'Josh Moody'. The signature is written in a cursive, flowing style.

Josh Moody
Director, Product Management

920 Milliken Road
Spartanburg, SC 29306
800.334.4842

WESTEX.COM



February 4, 2021

Mr. Jay Skie, Director of Protective Apparel
CINTAS CORPOARATION
6800 Cintas Blvd.
Mason, OH 45040

Dear Jay:

Glen Raven Technical Fabrics, LLC (GRTF) guarantees the flame resistance of our GlenGuard® FR fabrics for the life of the garment so long as the "Care and Cleaning" recommendations provided by GRTF are followed properly. In addition, this guarantee made to Cintas can be passed along to your customers, again providing that the GlenGuard garment(s) have been cared for and cleaned properly. I have included our updated GlenGuard "Care and Cleaning" recommendations for your use.

Regards,

A handwritten signature in black ink, appearing to read "Richard E. Lippert", written in a cursive style.

Richard E. Lippert
VP, Technical Sales

Cc: Harold Hill, Patti Bates
Encl: GG Care & Cleaning Recommendations

October 26, 2021

Jay Skie

Director of Protective Apparel

Cintas Corporation

6800 Cintas Blvd, Mason, OH 45040

Dear Mr. Skie,

TenCate Protective Fabrics, the world's leading provider of inherently flame-retardant products, guarantees that our TecaSafe® One, TecaSafe® Plus Stretch, TechT5™, and Omniweave™ Nomex® IIIA fabrics are inherently flame resistant as sold. Our products are third-party certified by UL, LLC to be compliant with NFPA 2112:2018, which requires testing according to ASTM D6413:2015 before and after 100 industrial launderings. Please see additional certifications below:

Style	NFPA 2112	CGSB 155.20	NFPA 70E
Omniweave™ 450	Yes	Yes	HRC 1
Omniweave™ 600	Yes	Yes	HRC 1
Omniweave™ 750	Yes	Yes	HRC 1
TecaSafe® One	Yes	Yes	HRC 2
TecaSafe® Plus Stretch	Yes	Yes	HRC 2
TechT4™	No	No	HRC 1
TechT5™	Yes	Yes	HRC 1

Best regards,



Chris Morrison

Senior Manager of Technical Services and Quality Assurance



200 Powder Mill Road
Wilmington, DE 19803

October 26, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

A handwritten signature in cursive script that reads "Deborah J. Saunders".

Deborah J. Saunders
DuPont™ Nomex® Global Product Steward
Phone: 302-287-0463
Email: deborah.j.saunders@dupont.com

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200 Powder Mill Road
Wilmington, DE 19803

October 26, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd | Mason, Ohio 45040

Re: Shelf Life of NOMEX® Fiber

Dear Customer:

DuPont does not specify a shelf life for NOMEX® meta-aramid fiber. NOMEX® fiber, when properly stored, maintains its inherent flame resistance and other chemical and mechanical properties. Proper storage includes protecting the fiber from exposure to ultraviolet light (sunlight) and storing the fiber in a clean, dry environment in the original shipping package. The finishing agents may face the effects of soak-in and/or evaporation after long periods of storage. This influence will be minimized if the fibers are kept within their original compressed packages and stored according to the proper conditions.

DuPont can only make statements directed towards the stability of the chemical and mechanical properties of NOMEX® brand fiber supplied by DuPont and not toward the service life of components and finished products that DuPont does not manufacture. The service life of any finished product, including the component NOMEX® brand fiber, may depend on many factors such as the service life of the other component materials, product design, product manufacturing process, and care and maintenance of the finished product.

Sincerely,

A handwritten signature in black ink that reads "Deborah J. Saunders".

Deborah J. Saunders
DuPont™ Nomex® Global Product Steward
Phone: 302-287-0463
Email: deborah.j.saunders@dupont.com

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MOUNT VERNON

PASSION FOR PERFECTION

1 Plaza Circle – Trion, GA 30753 – Phone (706) 734-4920- Email- Michaelw@Mvmills.com

October 22, 2021

Mr. Jay Skie
Director of Protective Apparel
Cintas Corp.
6800 Cintas Blvd.
Mason, OH 45040

Dear Jay:

Mount Vernon Mills produces a line of Flame Resistant Fabrics that meet the requirements of industry standards such as, ASTM 1506, NFPA 70E, NFPA 2112, EN ISO 11611, and EN ISO 11612. We guarantee the flame resistance of Mount Vernon FR™ flame resistant fabrics for the useful life of the garment provided that the following care instructions are followed.

- Machine washing 160° F max.
- Use of normal commercial detergents, as determined by industry standard.
- **No** chlorine or peroxide bleach.
- Use of soft water.
- **No** use of fabric softeners or starch.

We represent and warrant that our guarantee is not subject to any restrictions, limitations, disclaimers, or any other constraints.

Furthermore, any guarantee made to Cintas can be passed through to its customers.

Regards,

Mike Woods
Vice President
FR Fabric Sales
Mount Vernon Mills, Inc.



November 17, 2021

Jay Skie
Director of Protective Apparel
Cintas Corporation
6800 Cintas Blvd
Mason, Ohio 45040

Dear Jay Skie

PyroSafe by antex guarantees the flame resistance of all PyroSafe by antex fabrics for the life of the garment when proper care and maintenance procedures are followed. Furthermore, any guarantee made to Cintas can be passed through to their customers.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis James", is written over the typed name.

Dennis James
Manager PyroSafe by antex
908 421 0524

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature:

Title:

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: