CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 6/25/2020

Contract/Lease Control #: C20-2941-WS

Bid #: <u>ITB WS 47-20</u>

Contract/Lease Type: <u>CONTRACT</u>

Award To/Lessee: <u>CINTRAS CORPORATION, NO. 2</u>

Owner/Lessor: OKALOOSA COUNTY

Effective Date: <u>09/19/2020</u>

Expiration Date: 09/18/2023 w/ 2 1yr renewals

Description of

Contract/Lease: <u>UNIFORM & SUPPLY RENTALS</u>

Department: WATER & SEWER

Department Monitor: <u>LITTRELL</u>

Monitor's Telephone #: 850-651-7171

Monitor's FAX # or E-mail: JLITTRELL@MYOKALOOSA.COM

Closed:

cc: BCC RECORDS

Purchase

Cintas Contract C20-2941-WS

Material	Color Code	Usage	Frequency	Description	Description
X10217	026	0		164.51	FR LABCOAT CHEM PROT
X18314	083	0		31.18	M WRANGLER RLXFT PNT
X259	020	0		13.44	PERFORMANCE POLO N/C COLLAR
X270	020	0		29.00	CARGO PANT
X275	015	0		29.00	HI PERFORMANCE POLO
X330	080	0		19.66	COTTON WORK SHIRT
X370	020	0		22.00	CARGO SHORTS
X381		0	01	27.00	CARHARTT 5 PKT JN
X382		0	01	29.50	CARHARTT CARP JN
X390	020	0		26.00	WOMENS PANT SUSAN
X394		0	01	27.00	CINTAS DENIM JEAN
X65468	024	0		27.69	JEAN RGD WRANGLER RE
X71415		0		13.66	PLN FRNT SHORT
X72457		0		27.54	PLAIN FRONT SHORT
X935	080	0		24.00	COMFORT SHIRT
X945	020	0		26.00	COMFORT PANT



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW, THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122							
Aon Risk Services Northeast, Inc. c/o Aon Client Services								
4 Overlook Point Lincolnshire IL 60069 USA	E-MAIL ADDRESS:							
	INSURER(S) AFFORDING COVERAGE	NAIC #						
INSURED	INSURER A: The Travelers Indemnity Co of CT	25682						
Cintas Corporation and its Subsidiaries	INSURER B: Travelers Property Cas Co of America	25674						
6800 Cintas Blvd PO Box 625737 Cincinnati OH 45262 USA	INSURER C: Westchester Fire Insurance Company	10030						
	INSURER D:							
Λ	INSURER E:							
S= 1 =	INSURER F:							

CERTIFICATE NUMBER: 570087881128 COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested. Limits shown are as requested

LTR	NSR LTR TYPE OF INSURANCE				POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	LIMITS	LIMITS			
Α	Х	COMMERCIAL GENERAL LIABILITY	11.00		HC2EGLSA472M4731TCT21	07/01/2021	07/01/2022	EACH OCCURRENCE	\$2,000,000		
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000		
	Х	Contractual Liability						MED EXP (Any one person)	\$5,000		
								PERSONAL & ADV INJURY	\$1,000,000		
1	GEN	LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000		
		POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$1,000,000		
		OTHER:									
A	AUTOMOBILE LIABILITY X ANY AUTO				HC2E-CAP-472M4651-TCT-21 AOS	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000		
								BODILY INJURY (Per person)			
		OWNED SCHEDULED						BODILY INJURY (Per accident)			
		AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)			
	X	Comp/Coll \$0 Ded.									
С	X UMBRELLALIAB X OCCUR				G22035277016	07/01/2021	07/01/2022	EACH OCCURRENCE	\$5,000,000		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$5,000,000		
		DED X RETENTION \$10,000									
В		PRICE COMPENSATION AND			UB6P78446221NCT	07/01/2021	07/01/2022	X PER STATUTE OTH-			
В	ANY PROPRIETOR / PARTNER / EXECUTIVE N		WC-AOS WC-AOS UB6P72966921NCR 07			07/01/2021	07/01/2022	E.L. EACH ACCIDENT	\$2,000,000		
(Mandatory in		andatory in NH)	N/A		WC - MA, WI	10.702,2002	0.0, 0.2, 0.3.0	E.L. DISEASE-EA EMPLOYEE	\$2,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below				TOTAL TRACK SWALL			E.L. DISEASE-POLICY LIMIT	\$2,000,000		
		TION OF OPERATIONS / LOCATIONS / VEHICL									

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Rema

Contract No. C20-2941-ws. Certificate Holder is included as Additional Insured on the Cananal Additional Ins with respect to work performed under contract between the Certificate policy, a waiver of Subrogation exists in favor of the Certificate Ho that negligent acts of the Additional Insured are excluded.

CONTRACT#: C20-2941-WS CINTRAS CORPORATION, NO 2 UNIFORM AND SUPPLY RENTALS EXPIRES: 09/18/2023 W/2 1 YR RENEWALS

CERT	IFICA	LE HOI	DER
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CANCELLA

SHOULD A... OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

ALITHORIZED REPRESENTATIVE

Okaloosa County BCC Attn: Holly Cano 5479A Old Bethel Rd. Crestview FL 32536 USA

Ann Risk Services Northeast Inc

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ACORD

OFIGURE OF FIXERENT INCOMME	CERTIFICATE	OF LIAE	3ILITY IN	ISURANCE
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DATE(MM/DD/YYYY) 03/10/2021

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certificate does not confer rights to the certificate holder in field of such endorsemen	48).							
PRODUCER	CONTACT NAME:							
Aon Risk Services Northeast, Inc. c/o Aon Client Services	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-01	05						
4 Overlook Point Lincolnshire IL 60069 USA	E-MAIL ADDRESS:							
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Cincinnati OH 45262 USA	INSURER D:							
	INSURER E:							
	INSURER F:							

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	THIS IS TO	CERTIFY	THAT T	HE PO	LICIES	OF INSU	RANCE	LISTED	BELOW	HAVE	BEEN	ISSUED	TO TH	E INSU	RED NA	MED	ABOVE	FOR	THE F	OLICY	PERIO
	INDICATED.	NOTWITH	STANDIN	G ANY	REQUI	REMENT	, TERM	OR CO	ONDITION	N OF	ANY C	CONTRAC	T OR	OTHER	DOCUM	MENT	WITH	RESPE	CT TO) WHIC	H THE
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	CECSIONS AND CONDITIONS OF SOCIT FOLK				Limits shown are as requested
INSR LTR	TYPE OF INSURANCE	ADDL SU	BR POLICY NUMBER	POLICY EFF POLICY EXP	LIMITS
A	X COMMERCIAL GENERAL LIABILITY		HCZEGLSA472M4731TCT20	07/01/2020 07/01/2021	EACH OCCURRENCE \$2,000,000
	CLAIMS-MADE X OCCUR	}			DAMAGE TO RENTED \$1,000,000 PREMISES (Ea occurrence)
	X Contractual Elability				MED EXP (Any one person) \$5,000
Ι.		ĺ			PERSONAL & ADV INJURY \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER.	- [GENERAL AGGREGATE \$2,000,000
	POLICY PRO- X LOC				PRODUCTS - COMP/OP AGG \$1,000,000
	OTHER:				
4	AUTOMOBILE LIABILITY		HC2E-CAP-472M4651-TCT-20 AOS	07/01/2020 07/01/2021	COMBINED SINGLE LIMIT \$5,000,000
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	OWNED SCHEDULED	-	İ		BODILY INJURY (Per accident)
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В	X UMBRELLALIAB X OCCUR	_	G22035277015	07/01/2020 07/01/2021	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB CLAIMS-MADE		1	1 1	AGGREGATE \$5,000,000
	DED X RETENTION \$10,000		ļ		
Ċ	WORKERS COMPENSATION AND	_	UB6P78446220NCT	07/01/2020 07/01/2021	X PER STATUTE OTH
_	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE	i	WC-AOS	07/01/2020 07/01/2021	E.L. EACH ACCIDENT \$2,000,000
С	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	NIA	UB6P72966920NCR WC - MA, WI	07/01/2020 07/01/2021	E.L. DISEASE-EA EMPLOYEE \$2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below		""		E.L. DISEASE-POLICY LIMIT \$2,000,000
		$\neg \vdash$	 		
		- {]	
			<u> </u>		
DESC	RIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACOR	ID 101, Add	Itional Remarks Schedule, may be attached if more	space is required)	

RE: Contract No. C20-2941-ws. Certificate Holder is included as Additional Insured on the General Liability policy, but only with respect to work performed under contract between the Certificate Holder and the Insured. On the Workers' Compensation policy, a Waiver of Subrogation exists in favor of the Certificate Holder. only to the extent required by written contract and that negligent acts of the Additional Insured are excluded.

CANCELLA

CONTRACT#: C20-2941-WS
CINTAS CORPORATION
UNIFORM & SUPPLY RENTALS

EXPIRES: 09/18/2023 W/2 1 YR RENEWALS **EXPIRATIO**

Okaloosa County BCC Attn: Holly Cano 5479A Old Bethel Rd. Crestview FL 32536 USA

AUTHORIZED REPRESENTATIVE

. Son Birl Servines Northwest . Jon

CERTIFICATE HOLDER

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: Tracking Number: 3
Procurement/Contractor/Lessee Name: Grant Funded: YES
Purpose: Uniform Supply Rental for Okalossa County
Date/Term: 3ycs w/ 2 lycrenewals 1. GREATER THAN \$10
Department #: 410 2. GREATER THAN \$50
Account #: 534550 3. \$50,000 OR LESS
Amount: 430,000 30
Department: W5 Dept. Monitor Name: Littrell
Purchasing Review
Procurement or Contract/Lease requirements are met: Date: 6-3-20
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr, Angela
2CFR Compliance Review (if required)
1 51 15 1
Grants Coordinator Danielle Garcia
Risk Management Review
Approved as written: See attached email. Date: 6-5-2
Risk Manager or designee Edith Gibson or Karen Donaldson
County Attorney Review
Approved as written: See attached email.
County Attorney Lynn Hoshihara, Kerry Parsons or Designee
Date:
Approved as written: See attached email. Date:

Revised December 17, 2019

Angela Etheridge

From:

Karen Donaldson

Sent:

Friday, June 5, 2020 3:51 PM

To:

Angela Etheridge

Subject:

RE: Draft of Cintras Contract for ITB WS 47-20

Angela

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Claims Examiner
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Angela Etheridge <aetheridge@myokaloosa.com>

Sent: Wednesday, June 3, 2020 4:19 PM

To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <Ihoshihara@myokaloosa.com>; Karen Donaldson

<kdonaldson@myokaloosa.com>

Subject: Draft of Cintras Contract for ITB WS 47-20

Please review and approve. Thanks.

Angela Etheridge

Contracts & Leases Coordinator Okaloosa County BOCC Office – (850) 689-5960

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Angela Etheridge

From: Parsons, Kerry < KParsons@ngn-tally.com>

Sent: Thursday, June 4, 2020 10:30 AM

To: Angela Etheridge

Cc: Lynn Hoshihara; Karen Donaldson

Subject: RE: Draft of Cintras Contract for ITB WS 47-20

This is approved for legal purposes.

Kerry A. Parsons, Esq. Nabors Giblin & Nickerson

1500 Mahan Dr. Ste. 200 Tallahassee, FL 32308 T. (850) 224-4070 Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

From: Angela Etheridge <aetheridge@myokaloosa.com>

Sent: Wednesday, June 3, 2020 5:19 PM

To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>; Karen Donaldson

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Please review and approve. Thanks.

Angela Etheridge

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Board of County Commissioners Purchasing Department

State of Florida

Date: June 5, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF AWARD ITB WS 47-20

Uniform Supply Rental for Okaloosa County

Okaloosa County would like to thank all businesses which submitted responses for Uniform Supply Rental for Okaloosa County (ITB WS 47-20).

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Cintas Corporation No. 2 6800 Cintas Blvd Cincinnati, OH 45262

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Voice: (850) 689-5960

Fax: (850) 689-5970

Respectfully,

Jeffrey Hyde

Purchasing Manager



AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND CINTAS CORPORATION NO. 2 CONTRACT ID C 20 -2941-WS

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 25th, day of, 20, by and between Okaloosa County, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and
RECITALS
WHEREAS, the County is in need of a contractor to provide Uniform and Supply Rentals for Okaloosa County ("Services"); and
WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued an Invitiation to Bid to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's responsive to the procurement is included as Attachment "A"; and
WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and
WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of approximately 50,000 Dollars (\$ 50,000.00), as further detailed below.
NOW THEREFORE , in consideration of the promises and the mutual covenants herein, the parties agree as follows:
1. <u>Recitals and Attachments</u> . The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.
Attachment "A" – Procurement ITB WS 47-20 and Contractor's Response; Attachment "B" – Insurance Requirements; Attachment "C" – Title VI list of pertinent nondiscrimination acts and authorities; Attachment "D" – Scrutinized Companies Certification;



2. Services. perform the following Contractor agrees services, to The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed. 3. Term and Renewal. The term of this Agreement shall begin , and shall continue for a period of from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 20 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement. This agreement may not be renewed; or This agreement may be renewed upon mutual written agreement of parties for a period of up to (2) (1) renewals. **4. Compensation.** The Contractor agrees to provide the Services to the County, including labor. materials and in total amount of **Dollars** (\$50,000) approximately 50,000.00 shall submit the a. Contractor invoice County an to upon The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices. b. Disbursement. Check one: There are no reimbursable expenses associated with this Agreement. The following are reimbursable expenses associated with this Agreement:



- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- **5.** Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- **6. <u>Insurance.</u>** Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

a.	If, through any cause within its reasonable control, the Contractor shall fail to fulfill in
	a timely manner or otherwise violate any of the covenants, agreements or stipulations
	material to this Agreement, the County shall have the right to terminate the Services
	then remaining to be performed. Prior to the exercise of its option to terminate for cause,
	the County shall notify the Contractor of its violation of the particular terms of the
	Agreement and grant Contractor () days to cure such default. If the default
	remains uncured after () days the County may terminate this Agreement,
	and the County shall receive a refund from the Contractor in an amount equal to the
	actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable

3



to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. <u>Termination for Convenience of County.</u> The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Section 7 Paragraphs a(i) and a(ii) above shall be applicable hereunder.
- c. <u>Termination for Insolvency</u>. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.
- 8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.



- **9. Public Records.** Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
 - a. Keep and maintain public records required by the County to perform the service.
 - b. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.
- 10. <u>Audit</u>. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 11. <u>Notices</u>. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise



provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:	Jeff Littrell 1804 Lewis Turner Blvd, Suite 300 Fort Walton Beach, FL 32547 (850) 651-7171	With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070
If to the Contractor:	Christopher Dunne Cintas Corporation No. 2 6800 Cintas Blvd Cincinnati, OH 45262 (833) 711- 5955	

- **12.** <u>Assignment.</u> Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 13. <u>Subcontracting.</u> Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 14. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with 1	Nondiscrimination Requirement	<u>s</u> . During the p	erformance of this
Agreement, the Contractor,	for itself, its assignees, and succes	sors in interest,	agrees as follows:



- a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
- b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including



sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

- 16. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.
- 17. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 18. <u>Independent Contractor</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.
- 19. <u>Third Party Beneficiaries</u>. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 20. <u>Indemnification and Waiver of Liability</u>. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is



attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

21. <u>Taxes and Assessments</u>. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

22. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made



in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 23. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.
- **24.** Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- **25.** Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- **26.** Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

CINTAS CORPORATION NO. 2

Kingster Lunge
Signature

BY: Soica Sieux.

Print Name

OKALOOSA COUNTY, FLORIDA

BY: John Hofstad, County Administrator



Attachment "A"



INVITATION TO BID (ITB) & RESPONDENT'S ACKNOWLEDGEMENT				
ITB TITLE: Uniform and Supply Rentals for Okaloosa County	ITB NUMBER: ITB WS 47-20			
ISSUE DATE:	April 20,	2020		
LAST DAY FOR QUESTIONS: ITB OPENING DATE & TIME:	May 4, May 20,		3:00 P.M. est 3:15 P.M. est	
NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TO Okaloosa County, Florida solicits your company to submit a bid on the above and conditions set forth in this ITB are incorporated into your response. A bid All bids must have an authorized signature in the space provided below. All et Title", "ITB Number" and the "ITB Opening Date & Time". Okaloosa County U.S. Postal Service or other delivery services used by the respondent. Neither Bids may not be withdrawn for a period of ninety (90) days after the bid opening the control of the control	e referenced good will not be accept nvelopes contains is not responsible faxed nor electron ng unless otherwi	ds or services. ted unless all coing sealed bids le for lost or lat nically submitt ise specified.	All terms, specifications on ditions have been met. must reference the "ITB te delivery of bids by the ed bids will be accepted.	
RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THE OF THE RESPONDENT. COMPANY NAME MAILING ADDRESS MAILING ADDRESS COMPANY NAME MAILING ADDRESS MAILING ADDRESS MILL NOT BE ACCEPTED WITHOUT THE OF THE RESPONDENT. MAILING ADDRESS MAILING ADDRESS MAILING ADDRESS		NED BY AN A	tion: I Pay Starr Dr.	
CITY, STATE, ZIP CINCINNATI, OH 45262 FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): TELEPHONE NUMBER: EMAIL: UNNEC@ CINAS. COM	03 809 FAX:	85° 4	77 /741	
I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING RESPONDENT SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT. AUTHORIZED SIGNATURE: TYPED OR TITLE: ONE MADE WITHOUT PRIOR UNDERSTANDING THE SAME MATERIALS, SUPPLIES, FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE RESPONDENT. DATE	EQUIPMENT OR TERMS AND CO	SERVICES, A	ND IS IN ALL RESPECTS	

Rev: September 22, 2015

NOTICE TO RESPONDENTS ITB WS 47-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until 3:15 p.m. (CST) May 20, 2020, for the Uniform and Supply Rental for Okaloosa County.

Interested respondents desiring consideration shall provide one (1) original and two (2) copies (total of 3) of their Invitation to Bids (ITB) response with the respondent's areas of expertise identified. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical.

All originals must have original signatures in blue ink. Bid documents are available for download by accessing the Okaloosa County website at http://www.co.okaloosa.fl.us/purchasing/home then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at http://www.floridabidsystem.com/Bids/ViewOpenSolicitations.asp

At 3:15 p.m. CST May 20, 2020, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Respondent's name and "Uniform and Supply Rental for Okaloosa County.". The County will consider all bids properly submitted at its scheduled bid opening in the Okaloosa County Purchasing Department located at 5479A Old Bethel Rd., Crestview, FL 32536. If delivering on the bid opening day, delivery must be in person to 5479A Old Bethel Rd, Crestview, FL 32536.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Any Respondent failing to mark outside of the envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Uniform and Supply Rental for Okaloosa County ITB WS 47-20 Okaloosa County Purchasing Department 5479A Old Bethel Rd. Crestview FL 32536

urchasing Manager

04/02/2020

ROBERT A. "TREY" GOODWIN, III OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS

BID REQUIREMENTS

ITB WS 47-20 UNIFORM & SUPPLY RENTAL OKALOOSA COUNTY

I. SCOPE OF WORK

To provide weekly uniform rental and supplies for the Okaloosa County employees. The successful respondent will provide replacement, repair and cleaning to all supplied uniforms and other requested supplies. Uniforms will be laundered, pressed, returned on hangers weekly. Successful respondent will also be required to provide on-site fitting appointments. The successful respondent shall also provide other requested supplies (i.e. shop towels, mops, floor mats, etc.). Respondent must provide a log book (2 or 3 part) to customer for orders, issues and tracking purposes. Respondent shall provide additional uniforms (i.e. styles, sizes and cuts (men/women) and supplies as needed with the appropriate approval from the Department(s) Director and/or Designee(s).

II. UNIFORM SPECIFICATIONS

Respondent must provide odd number sizes for the Denim Pants and Shorts (i.e. 31" x 31"). Cut options for pants should include regular cut, jean cut, western cut; as well as a long waist option. Jeans must be Wrangler brand in either Relax Fit or Loose Fit. Patches will be provided for all Standard Uniform Shirts. Left side patch will have 'Okaloosa County' on the top line and the Department/Division name on the second line. The right side patch will have the employee's first name. Certification patches for sleeves will be provided as needed. Respondent must provide options specifically designed for women - shirt, short, and pant styles.

A. Standard Uniform Pants

- 1. Colors Navy Blue, Brown, Khaki, Black, Gray
- 2. Material 100% Cotton Flame retardant or flame resistant
- 3. Styles Men and women

B. Cargo Pants

- 1. Colors Navy Blue, Brown, Khaki, Black, Gray
- 2. Material 65% Polyester / 35% cotton
- 3. Styles Men and women

C. Jeans – Wrangler Relax Fit or Loose Fit ONLY

- 1. Colors Blue
- 2. Material 100% Cotton
- 3. Styles Men

D. Standard Uniform Shorts

- 1. Colors Navy
- 2. Material 65/35 Broadcloth blend
- 3. Styles Men and women

E. Cargo Shorts

- 1. Colors Navy Blue, Khaki, Black, Gray
- 2. Material 65% polyester / 35% cotton
- 3. Styles Men and women

F. Standard Uniform Shirt

1. Color - Light Blue, White, Blue & White Stripe, Tan, Green

- 2. Material 65/35 broadcloth blend shirt
- 3. Styles Men/Women
 - a. Short sleeved
 - b. Long sleeved

G. Dress Uniform Shirt (with button down collar)

- 1. Color Light Blue, White, Blue & White Stripe, Tan, Green
- 2. Material 60/40 cotton
- 3. Styles Men/Women
 - a. Short Sleeved
 - b. Log Sleeved

H. Polo Style Micro Pique Shirts

- 1. Color Light Blue, White, Blue & White Stripe, Tan, Green
- 2. Material Micro Pique
- 3. Styles Men and Women

I. Lab Coats

- 1. Color White
- 2. Material 100% cotton (flame retardant or resistant)
- 3. Styles Unisex

J. Other Supplies

- 1. Scraper Mats
 - a. 3' x 4'
 - b. 3' x 5'
- 2. Careguard Mats
 - a. 4' x 6'
 - b. 3' x 10'
- 3. Dry Mops (8 per week)
 - a. 24"
 - b. 36"
 - c. 48"
- 4. Wet Mops (16 per week)
- 5. Towels
 - a. 12" x 14" Absorbent Cotton Towel
 - b. Bar Towels-Ribbed
 - c. Soda/Glass Towels

Water and Sewer currently have 83 employees that utilize the uniform rental.

Airport currently have 16 employees that utilize the uniform rental.

The County reserves the right to add additional items and other County departments when requested.

III. TERM OF CONTRACT

The term of contract shall be three (3) years with optional two (2), one (1) year renewals. Unless otherwise noted, this is a rental contract. Upon expiration or termination of contract, all leased (rented) garments are to be returned to contractor (lessor) at no cost to the lessee excluding damaged, missing or embroidered garments. awarding of bids.

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>Livit i</u>
1.	Workers' Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident
		(A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence
	ř	for Bodily Injury & Property Damage
		\$1,000,000 each occurrence Products and
		completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

- 1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted no less than 10 days prior to commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479-A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, Florida, 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL BID CONDITIONS

1. PRE-BID ACTIVITY -

Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department 5479A Old Bethel Road Crestview, FL 32536 Email: aetheridge@myokaloosa.com (850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference ITB & Respondent's Acknowledgement form). Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as written addenda. and will be posted to and the Okaloosa County http://www.co.okaloosa.fl.us/purchasing/current-solicitations and the Bidnet website at https://www.bidnetdirect.com/florida.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

2. PREPARATION OF BID – The bid form is included with the bid documents. Additional copies may be obtained from the County. The respondent shall submit bids in accordance with the public notice.

All blanks in the bid documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Bid", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numerical figures, the written amount shall govern. Any bid which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids may be rejected.

A bid submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid submitted by an individual shall show the respondent's name and official address.

A bid submitted by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature. It is preferred that all signatures be in <u>blue ink</u> with the names type or printed below the signature. Okaloosa County does not accept electronic signatures.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida. A state contractor license # for the State of Florida shall also be included on the bid form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF BID DOCUMENTS Respondents shall use the original Bid documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid documents if sufficient space is not available. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modification or alteration that a respondent wish to propose must be clearly stated in the respondent's response in the form of an addendum to the original bid documents.
- 4. SUBMITTAL OF BID A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents. It is the respondent's responsibility to assure that its bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will **NOT** be accepted.

Note: Crestview is <u>not</u> a next day delivery site for overnight carriers.

5. MODIFICATION & WITHDRAWAL OF BID - A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security may be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- 6. BIDS TO REMAIN SUBJECT TO ACCEPTANCE All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
- 7. **IDENTICAL TIE BIDS** In cases of identical procurement responses, the award shall be determined either by lot or on the basis of factors deemed to serve the best interest of the County. In the case of the latter, there must be adequate documentation to support such a decision.
- **8. CONDITIONAL & INCOMPLETE BIDS** Okaloosa County specifically reserves the right to reject any conditional bid and bids which make it impossible to determine the true amount of the bid.
- 9. PRICING The bid price shall include all equipment, labor, materials, freight, taxes etc. Okaloosa County reserves the right to select that bid most responsive to our needs.
- 10. ADDITION/DELETION OF ITEM The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County's best interest.
- 11. SPECIFICATION EXCEPTIONS Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer's specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer's specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with bid specifications.
- **12. APPLICABLE LAWS & REGULATIONS** All applicable Federal and State laws. County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
- **13. DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its bid:
 - a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
 - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
 - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - f. Default under previous contract.

g. Listing of the respondent by any Local, State or Federal Government on its barred/suspended vendor list.

14. AWARD OF BID

- A. Okaloosa County Review Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
- B. The County will award the bid to the responsive and responsible vendor(s) with the lowest responsive bid(s), and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.
- 15. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview FL 32536, for the prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.
- 16. DISCRIMINATION An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 17. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 18. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their bids the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- **19. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** Bids will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.
- **20. INVESTIGATION OF RESPONDENT** The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 21. CONE OF SILENCE CLAUSE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

All communications shall be directed to the Purchasing Department -see attached form.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

- **22. REVIEW OF PROCUREMENT DOCUMENTS** Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 23. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 24. PROTECTION OF RESIDENT WORKERS The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 25. SUSPENSION OR TERMINATION FOR CONVENIENCE The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 26. FAILURE OF PERFORMANCE/DELIVERY In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the award and removal of the respondent from the bid list for duration of one (1) year, at the option of the County.
- 27. AUDIT If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this bid from the date of the award through three (3) years after the expiration of contract.
- 28. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 29. NON-COLLUSION Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 30. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- 31. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the department of State for Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the state of Florida, please refer to the Florida Department of State. The website to register is https://dos.myflorida.com/sunbiz.

Department of State / Division of Corporations, / Search Records / Search by FEVEIN Number /

Previous On List

Next On List Return to List

Events

No Name History

Detail by FEI/EIN Number

Foreign Profit Corporation CINTAS CORPORATION NO. 2

Filing Information

Document Number

F00000003109

FEI/EIN Number

31-1703809

Date Filed

06/01/2000

State

ΝV

Status

Last Event

CORPORATE MERGER

Event Date Filed

08/16/2012

Event Effective Date

NONE

ACTIVE

Principal Address

6800 CINTAS BOULEVARD

MASON, OH 45040

32. The following documents shall be submitted with the bid packet. Failure to provide required forms may result in contractor disqualification.

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence Form
- E. Recycled Content Form
- F. Indemnification and Hold Harmless
- G. Prohibition to Lobbying
- H. Company Data
- I. System of Awards Management
- J. Addendum Acknowledgement
- K. Bid Sheet
- L. Anti-Collusion Statement
- M. Governmental Debarment & Suspension
- N. Vendors on Scrutinized Companies List
- O. Certificate of Good Standing (See #31 above)

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
- 4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE:

19 MAY 2020

COMPANY:

CINTAS CORPORATION No. 2

ADDRESS:

6800 CINTAS Blud

CINCINNATION 45262

PHONE NO.: 833-711-5955

(Typed or Printed)

(Typed or Printed)

TITLE: Covernment Major Account MANHOEN

E-MAIL: DUNNECE CINTAS. COM

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES		NO	*	_	
NA	ME(S)	POSIT	ION(S)		
SIGNATURE	Connection Connection	A\ a			
FIRM NAME: BY (PRINTED):	Christopher June	100. 2	-		
BY (SIGNATURE):	Christyle	me	_		
TITLE:	Covernment Major Accor	un Mar	ager		
ADDRESS:	6800 CINTAS Blod.		<u>-</u>		
	CINCINNATI, OH 452	.62	- -		
PHONE NO.	823 - 711 -5955		_		
E-MAIL	DUNGER CINTAS	. coM	_		
DATE	19 MAY 2020		_		

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I above requirements.	certify that this company complies/will comply fully with the
DATE: <u>19 MAY 2020</u>	SIGNATURE: Christophy conne

ADDRESS: 6800 CINTAS BIND. TITLE: Government Major Account Manager CINCINMATI, OH 45262

E-MAIL: DUNIVEC & CINTAS. COM

PHONE NO .: 259 - 634-8994

CONE OF SILENCE CLAUSE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications, Invitation to Quote, Invitation to Negotiate) issued by the Board through the County Purchasing Department.

The period commences upon receipt of the procurement proposal, by the County, and terminates upon Board approval to award a contract or reject all bids/responses.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents and members of the Board of County Commissioners, the County Administrator, county employees or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation <u>MUST</u> be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Director or an appointed representative. It shall be the Purchasing Director decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

1

1 <i>(</i> 1	wity	Signatur	re	repre	Senting CINTAS CORPORATION No. 2 Company Name	
On this C lause" ar		day of rstand viol	May ation of this p	20_ olicy shall	hereby agree to abide by the County's "Cone of Silence result in disqualification of my proposal/submittal.	e

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

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2. Is	s your prod	uct packa	iged and/or s	shipped i	n material o	containing r	ecycled c	ontent?			
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INDEMNIFICATION AND HOLD HARMLESS

Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

(INTAS CORPORATION No. 2 Respondent's Company Name Authorized Signature - Manual 8781 Paul Star Dr. Rensacola, FL 32514 Authorized Signature – Typed Physical Address 6800 CINTAS Blud, CINCINNATI, OH 45262 Mailing Address 833-711-5955 850-477-1741 FAX Number Phone Number **F66** 607 8662 After-Hours Number(s) 239-634-8994 Cellular Number DUNNEC@ CINTAS, COM MAY 2020 Email Address

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for making 2. lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, Contractor Varcertifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3807, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Toro

Date

COMPANY DATA

CINTAS CORPORATION NO. 2
6800 CINTAS BIUD
CINCINNATI, OH 45262
833-711-5955
Christopher Dunne
833 - 711 - 5955
239 634 8994
31-1703809
938288222
TAX License # 8625
850- 477 - 1741
866-607-8662
DUNNECE CINTAS. COM

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart-32.11</u>) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <u>subpart 4.14</u>) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
 - (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company Physical Street Address, City, State, and Zip Code.
 - (4) Company Mailing Address, City. State and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company Headquarters name and address (reporting relationship within your entity).

- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
 - (f) Offerors may obtain information on registration at https://www.acquisition.gov .

Offerors SAM information:

Entity Name: CINTAS CORPORATION 16. 2

Entity Address: 6800 CINTAS BIND, CINCINNATI OH 45-262

Duns Number: 938 2 88 2 2 2

CAGE Code: 3 BYG I

ADDENDUM ACKNOWLEDGEMENT

ITB WS 47-20

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE	
	MAY 15,2020	

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET

ITB WS 47-20

Uniform and Supply Rental for Okaloosa County

COMPANY	CINTAS CORPORATION No. 2	DATE SUBMITTED	19 MAY 2020

Pricing should be computed to represent cost for one full year (52 weeks) Standard uniform shirt pricing shall include the following patches:

Left Side / First Line – Okaloosa County Left Side / Second Line – Department/Division Name Right Side – Employee First Name Sleeve – Certification Patches (as needed)

UNIFORM ITEMS

Standard Uniform Pants	Men	\$ 0.17
	Women	\$ 0.17
Cargo Pants	Men	\$ 0, 25
	Women	\$ 0.25
WRANGLER Jeans	Relax Fit	\$ 0.28
	Loose Fit	\$ 0.28
Standard Uniform Shorts	Men	\$ 0.17
	Women	\$ 0.17
Cargo Shorts	Men	\$ 0.24
	Women	\$ 0.24
Standard Uniform Shirt	Short Sleeve	\$ 0.14
	Long Sleeve	\$ 0.14
Dress Uniform Shirt	Men	\$ 0. 19
	Women	\$ 0.19
Polo Shirt	Men	\$ דו,ט
	Women	\$ 0.17
Lab Coats	Unisex	\$ 0.20

OTHER SUPPLIES

Scraper Mat	3ft x ∦ ft	\$ 1,00
	3ft x 5ft	\$ 1.00
Careguard Mat	4ft x 6ft	\$ 2.50
	3ft x 10ft	\$ 3,00
Dry Mop	24 inch	\$ 0.45
	36 inch	\$ 0.55
	48 inch	\$ 0.60
Wet Mop	16 ounce	\$ 0.55
Absorbent Cotton Shop Towels	12x14	\$ 0.05
Ribbed Bar Towels		\$ 011
Soda/Glass Towels		\$ 0.11

TOTAL BID AMOUNT FOR ONE FULL YEAR: /3.34

	bidder has not divulged to, discussed or compared his bid other bidder or parties to bid whatever. Note: No
premiums, rebates, or gratuities permitted eithe	er with, prior to, or after any delivery of materials. Any turn of material (as applicable) and the removal from bid
CINTAS CORPSEATION No. 2 Bidder's Company Name	Authorized Signature – Manual
GOW CINTAS BIVO. Address	Christopher Dunce Authorized Signature – Typed
CINCINNATI, OH 45262 Address	Government Major Account MANAGER Title
833 - 71(-59 SS Phone #	850 - 477 - 1741 Fax #
<u>31~77038%</u> Federal ID # or SS #	

SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted for LINTAS CORPORATION No. 2
2. This sworn statement is submitted by Christopher Dunne
Whose business address is: 6800 CINTAS RIVO., CINCINNATI, OH 45262
and (if applicable) its Federal Employer Identification Number (FEIN) is.
(If entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement: 31 - 1703809
3. My name is Christopher Dunce and my relationship to the entity named
above is Government Major Account MANAGER
· · · · · · · · · · · · · · · · · · ·

- 4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
- (1) A predecessor or successor of a person convicted of a public entity crime; or (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity. 8. Based on information and belief, that statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.] Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.] The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.] The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.] Date: May 19, 2020 Signature: STATE OF: Floricla COUNTY OF: Manatee PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 19th day of May, in the year 2020 My commission expires: Print, Type, or Stamp of Notary Public Personally known to me, or Produced Identification: Bree Poliquin Type of ID
Florida drivers hanse-BREE POLIQUIN Notary Public-State of Florida Commission # GG 924945

My Commission Expires October 22, 2023

Government Debarment & Suspension

Instructions

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Printed Name and Title of Authorized Representative

19 May 2020

Exhibit "B"

Standard Contract Clauses

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

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

- Compliance with Regulations: The contractor (hereinafter includes consultants) will comply
 with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be
 amended from time to time, which are herein incorporated by reference and made a part of this
 contract.
- 2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority
 Populations and Low-Income Populations, which ensures non-discrimination against minority
 populations by discouraging programs, policies, and activities with disproportionately high and
 adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

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

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

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

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

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

- whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,
- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
 - b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section; or
 - ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 2986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of
 - i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
 - i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.
 - ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
 - iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate CINTAS CORPORATION No. 2, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 19 May 2020

COMPANY: CANTAS GRAGRATION No. 2

ADDRESS: 6800 CINTAS BIVE.

CINCINMATI, OH 45262

SIGNATURE!

NAME: Chris DUNNE

E-MAIL: DUNNECO CINTAS. COM

PHONE NO.: 833-711-6955



Attachment "B" Insurance Requirements

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 01/2/2019

CONTRACTORS INSURANCE

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the

Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- **2.** Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

1.	Workers' Compensation	<u> DANTE</u>
	1.) State	Statutory
	2.) Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days' prior written notice if cancellation is for nonpayment of premium).
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.



Attachment "C" Civil Rights Clauses



Attachment "C"

Title VI List of Pertinent Nondiscrimination Acts and Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination
 on the basis of disability in the operation of public entities, public and private transportation
 systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 –
 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37
 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



Section 1: Introduction of Proposer





Cintas is the premier service provider in North America and we are the largest company in our industry. We are a market leader with an excellent reputation and some very important things we consider our strengths are:

Our Culture
Sustainability
Our Solutions
Diversity & Inclusion
Safety

Our Culture

"Corporate culture is the single most important distinguishing factor between greatness and mediocrity. It is a major reason Cintas is different from our competitors and other companies. It is our ultimate competitive advantage."

Richard T. Farmer Founder & Chairman Emeritus

Since 1929, a key to our success has been a culture that encourages meaningful, respectful relationships between our company, our employees-partners and the commitment to always to what is right. The spirit of teamwork, camaraderie and trust is the cornerstone of our culture, and our team's passion for our customers is what sets us apart.

Fortune magazine listed Cintas among America's "Most Admired" companies for fifteen (15) consecutive years. This 3rd party reference shows to the fact that Cintas is different from our competition and we are proud of that recognition. It further illustrates our ability to bring consistent high level value to our customers.

Sustainability



Sustainability is in our roots and enthusiastically embraced at Cintas, with company-wide green efforts that have positively improved the way we do business. Every decision we make takes into account the current and future environmental impact on our employee-partners, customers and communities.

In fact, environmental consciousness is simply in our roots — with our company beginning as a business that reclaimed and recycled rags from local factories. And today, we continue to be vigilant in our quest to minimize our footprint and preserve natural resources.

As responsible stewards of the environment, we follow a simple philosophy of "doing what's right, not just what's expedient." This sustainable spirit has defined us for more than 90 years, because we know that taking care of the environment doesn't just help save resources and money ... it also enhances all of our lives.



Choosing Cintas saves enough electricity to heat 5,719

HOMES A YEAR. That's approximately
1,898,000 gallons of gasoline every year.

599 MILLION
GALLONS of WATER
every year over home laundry.



We've invested more than \$4 MILLION researching ZERO-DISCHARGE WATER RECYCLING TECHNOLOGY.



UP TO 50% of the WASH WATER in our laundry operations.

Cintas Industrial Laundry provides approximately 20% WATER savings, 12% ENERGY savings, and 75% SOAP savings, compared to home laundry.



We offer MORE THAN

100 uniform styles made with recycled polyester as well as our Regeneration Collection made from textiles created with PLASTIC BOTTLES.



CORPORATE RESPONSIBILITY REPORT

Our Solutions

The focus and the markets we service have continued to evolve over the years, from our legacy business of uniform rental to being a leader in the uniform industry as a whole. Cintas has also grown in other service markets including: Promotional Products, Direct Purchase, Facility Services (Mats, Restroom Supplies/Cleaning and Tile & Carpet), First Aid, Safety Training and Fire Protection Services. Coupled with our uniform business, these businesses deliver complimentary and unique solutions to our customers:

Brand Integrity & Consistency



- Improving Employee Morale
- Enhancing Customer Satisfaction
- Customer Loyalty
- Compliance & Regulatory Management
- Leveraged Spend
- Program Flexibility

The industries we serve encompass government, education, food service, lodging, hospitality and healthcare. All of these industries share common buying motives and require a strong integrated partner to deliver value.

Cintas is able to deliver additional value on a number of different fronts to our customers. Our solutions help companies solve many different challenges they face each day:

- Customer Reporting & Analytics
- Investing in integrated infrastructure elements onsite personnel
- Online web stores
- Inventory Management
- Dedicated Account Management

Our job as a business partner is to drive value for our customers, both directly and indirectly as their business needs dictate.

Diversity and Inclusion

Cintas employee-partners are passionate about providing deeper know how and caring service—and we're widely recognized for being positive, respectful, motivated, and caring. These characteristics are an important piece of our history and culture, and they're at the heart of everything we do.

Our diversity programming isn't limited to ethnicity, nationality, gender or age — it's also focused on recruiting **military veterans and employees with differing abilities**. In addition, our robust Management Trainee (MT) program reflects our commitment, with a large number of trainees from traditionally under-represented groups helping us ensure that we tap into the best talent for our leadership pipeline.

We also enrich our product and service offerings by relying on a **supplier network that includes women-owned and ethnically diverse businesses**. Partnering with these varied suppliers not only bolsters economic inclusion and increases innovation, it also makes us more fully equipped for a changing landscape and helps us better serve our richly varied customer base.

5 Pillars of Diversity and Inclusion at Cintas:

- 1) Employee-Partner Engagement Employee-partner recruitment, retention, development and promotion
- Supplier Diversity Economic inclusion, innovation and value
- 3) Corporate Citizenship
 Grassroots and corporate-sponsored philanthropy, volunteerism and social responsibility



4) Multicultural Marketing

Listening to our customers and delivering innovative products and services that exceed their expectations

5) Governance

Inclusion policies that provide equal opportunity for all partners and applicants

Safety

Our quest for continuous improvement includes our steadfast dedication to safety, with many industry leaders looking to us as an expert in this arena. All Cintas facilities uphold internationally recognized safety standards, and they're expected to adhere to them every day. In fact, the U.S. Occupational Safety and Health Administration (OSHA) has consistently honored us with the "VPP Star Recognition for Workplace Safety" award. And with more than 111+ Cintas locations recognized we rank 1st in the nation for the number of sites receiving this coveted distinction. We're also recognized in several countries for our dedication to safety and health, with awards from Honduras and Mexico.

OSHA VPP Sites Rankings

Rank	Company / Organization	# VPP Sites	
1	CINTAS	1111	
2	Monsanto	54	
T3	General Electric	53	
T3	Entergy	53	
T5	Raytheon	37	
T5	International Paper	37	
7	Covanta	36	
8	Milliken	34	
9	Georgia Pacific	31	
10	Nustar	26	
11	Sherwin Williams	24	
12	Total Safety	23	
T13	Honeywell	21	
T13	Brock 21		
T13	Delta	21	
16	OSHA	20	
17	Frito Lay 19		
18	Marathon	thon 18	
T19	Wheelabrator	17	
T19	Jacobs	17	

All Cintas facilities uphold internationally recognized standards, and they're frequently assessed for adherence to safety guidelines. We also make sure our employees are empowered to help make their workplaces safe every day. Just one example is our Executive Safety Council — which is chaired by our CEO and gives key partners the opportunity to define strategies and lead effective change.

Established in 2008, our Safety Vision directs us in achieving three important goals:



- Every Cintas location is injury-free.
- Every partner is engaged in continuously improving safety.
- Our company is widely recognized as one of the world's leaders in safety and health performance.

It takes a diligent safety culture to achieve operational excellence, and this is clearly evident at Cintas. Safety is embedded throughout our company with principles and practices in full force across every division.

To help foster confidence in the safe performance of job duties, every one of our employee-partners receives extensive training — and it has certainly paid off. Since 2007, **our Total Recordable Injury Rate has decreased more than 65%**.

We strive to be injury-free through our:

- Management Safety Leadership Skills Course: Our passion for safety starts from the top. All members of our Senior Management team are required to take this comprehensive overview of proven principles, which are featured as part of the Harvard School of Public Health Safety & Health curriculum.
- Maintenance Safety Certification: All of our maintenance employee-partners must successfully complete this certification — arming them with the knowledge they need to consistently act with safety in mind.
- Prevention Audits: While our certification process measures the safety knowledge of our maintenance teams, our prevention audits focus on the potentially high-risk tasks they typically encounter every day.



Section 2: Company Qualifications & Experience



Qualifications & Experience



90 years in business

60 years performing Uniform Rental Services
47 years under the Cintas Corporation name
80% of our business is Uniform Rental & Facility Services
1,000,000+ Businesses Customers
5.000.000+ get Ready for the Workday® in Cintas uniform

Financials

	May 31,	May 31,	%
Revenue	2019	2018	Change
Uniform Rental & Facility Services	\$ 5,552,430,000	\$ 5,247,124,000	5.8%
First Aid & Safety	\$ 619,470,000	\$ 564,706,000	10%
Other	\$ 720,403,000	\$ 664,802,000	8.0%
Total Revenue	\$ 6,892,303,000	\$ 6,476,632,000	6.4%

A few of the reasons Cintas stands out in our industry and in the vast landscape of American business.

- Our Products We're constantly recreating our industry with innovative, exciting products. Our retail-inspired rental collections were designed to mirror what people choose to wear at home. High-image apparel like our Wrinkle-Free Shirt and Performance Polo bring a more professional look to front-line workers. And our women's apparel features styles and sizes that are designed to be the perfect fit for the 50% of the workforce who are female.
- Our People Since 1929, when "Doc" Farmer began his family business, a key to our success has been a culture that encourages meaningful, respectful relationships between the company and our employee-partners and the commitment to always do what's right. This spirit of teamwork, camaraderie and trust is evident in each of our over 43,000 employee-partners at Cintas.



- Our Innovations Breakthrough processes like our TruCount inventory control system gives our customers visibility to 100% of their garments at all times. We also lead the industry in rental garment development, including the industry's first wrinkle-free rental shirt, performance fabrics, and workwear that features stretch.
- Our Partnerships We're proud to have partnerships with some of the best apparel brands in the world. For example, Cintas is the exclusive provider of Carhartt rental work apparel, the most durable and respected brand in workwear, and Chef Works, the leading provider of culinary apparel.
- Our Reputation Cintas is proud to be recognized for our commitment to our customers. We were included in Forbes magazine's 2014 list of "100 Most Trustworthy Companies in America," while being named one of Fortune magazine's "World's Most Admired Companies" for 9 of the last 10 years, including 2015. And that's just a few of the many recognitions we've received over the last 90+ years of serving our customers.

Infrastructure

Cintas is a vertically integrated global organization, operating 500+ facilities in North America, with 44,000+ employee-partners serving 1,000,000+ business customers and 18,000+ government customers. More than 5,000,000 people go to work every day in a Cintas uniform.

With 6 manufacturing plants and 11 distribution centers Cintas designs, manufactures and distributes 90% of the garments offered. Additionally, Cintas has TRIPLE the distribution centers of the next closest competitor for faster turnaround times and demand fulfillment.



NC / SC Location Map

- 17 total uniform rental locations
- Servicing Location
 - 1160 Northwest 173rd Street, Suite 150, Alachua, FL
- Laundering Location
 - 1595 Transport Court, Suite 102, Jacksonville, FL





Flame-Resistant Clothing (FRC)

Cintas is the largest provider of managed flame-resistant clothing (FRC) programs. Over 500,000 wearers get Ready for the Workday with FRC from Cintas-the most trusted source of FRC apparel in North America. With our professional commitment and diverse options, Cintas offers FRC products from manufacturers who engineer them to be more durable, more comfortable and lighter than any other garment of their type.

Since 1991, Cintas has worked with key experts to be at the forefront of the industry.

Cintas has developed key partnerships to deliver the most comfortable, best performing products in the industry. Examples include:



Relevant Awards

- FORTUNE 500
- Recognized by Forbes as a:
 - Best Employer for Diversity
 - Best Employer for New Graduates
 - Best Large Employers
- A Barron's Most Sustainable Company Award



- Diversity Plus magazine included Cintas in their Top 30 Champions of Diversity ranking
- Listed among GI Jobs' Top Military-Friendly Employers every year since 2005
- Ranked in the Top 50 Military Spouse-Friendly Employers



Section 3: Staffing and Project Organization



PRIMARY CONTACT

MAJOR ACCOUNT MANAGER

Christopher Dunne

DUNNEC@CINTAS.COM

(239) 634-8994 cell

Sets the direction for the team and ensures the highest quality service and program support. Responsibilities include:

- Contract negotiation.
- Upper-level communication with the customer.
- Coordinates program implementation between the Customer and Sales/Service Departments.
- Conducts business reviews with agency reviewing spending trends, identifies areas for consolidation and opportunity development.

LOCAL TEAM

GENERAL MANAGER

Steven Riddle

RiddleS@cintas.com

(386) 418-0022

Responsible for the goodwill of their location's account and employee-partner safety. They are the:

- Local point of contact for any questions, concerns, changes or issues your agency might need assistance with.
- They assure service is provided in accordance to your agreement.

SALES REPRESENTATIVE

Ellen Nighbor

NighborE@cintas.com

(386) 008-1206

Reports to the Sales Manager & responsible for:

- Confirm garment styles & colors per department
- Measure all employees with size samples
- Logo proof & confirmation
- Confirms garments are arrived from Distribution Centers.

NEW ACCOUNT COORDINATOR

Reports to the Sales Manager & responsible for:

- Account creation and ordering of garments, emblems, etc.
- Order tracking and communication with Production Team.

SALES MANAGER

Jon Seltzer

SeltzerJ@cintas.com

(904) 472-5457

Responsible for:

 Coordinating efforts with Sales Rep, New Account Coordinator, Government MAM and Operations.

SERVICE MANAGER

TBD

Assigned by the General Manager to:



- Manage the day-to-day operations
- Supports your Service Sales Representatives (SSR) to provide our customers with local account management & the highest quality of service.
- Conducts goodwill visits every 60-90 days.
- If any issues are evident, contact the Service Manager directly for immediate resolution. If unavailable, the General Manager is available.

SERVICE SALES REPRESENTATIVE (SSR) TBD

Assigned by the Service Manager and General Manager after fitting events:

- Be the liaison between your individual departments and Cintas' local office.
- Be the service experts.
- Answer questions and address service concerns.
- Place orders for new hires, upgrades, repairs and replacements.

CUSTOMER SERVICE

Cintas is committed to providing exceptional service in every step of our process. Our normal hours of operation are **7:00 AM-5:00 PM Monday- Friday**.

- We offer a:
- 24-hour customer service hotline via email or 1-800 Cintas-1
- Locally (407) 423-4222
- eSERVICE Online Portal for service requests.

New Account Set-Up & Timelines & Points of Contact

Cintas will need to meet with all department leaders prior to the fitting event to verify garment styles, color and collect an employee roster.

Cintas employee partners will use pre-washed garments, using full size runs of the selected item numbers for employees to try on and sign confirming correct spelling of name, inventory, shirt and pant sizes.

The Cintas team audits garments arriving from the distribution center to the initial fitting event sizes to catch errors. Comparing Order Tracking and Received/Scanned Out Reporting.

Transition of Trust

The Sales Representative and SSR meet with each department at the initial delivery to facilitate a smooth transition. Purpose of a Transition of Trust:

- Introduce the customer to the weekly SSR Service Representative
- Familiarize the SSR with the account layout
- Confirm all details of the account
- Answer all questions

Example transition calendar upon execution of contact



2020	May
Philipping and the Control of the Co	-

	EU-ODAY	MEDWEDDAY		
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
27	28	29	30	01
04	05	06	07	08
				Contract
				Language
				Approved
11	12	13	14	15
	Initial Fitting	Initial Fitting		Internal
	Event	Event		Approvals &
				Account Set-Up
				Logo(s)
18	19	20	21	22
Internal	Keying &	Keying &	Keying &	Order
Approvals &	Ordering	Ordering	Ordering	Processing at
Account Set-Up			Make-Up Fitting Event	DC
25	26	27	28	29
Order Processing	Order	Order	Order	Order
at DC	Processing at	Processing at	Processing at	Processing at
	DC	DC	DC	DC

2020 June

	Julic						
MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY			
01 Order Processing at DC	02 Order Processing at DC	03 Order Processing at DC	04 Order Processing at DC	05 Order Processing at DC			
08 Order Processing at DC	09 Order Processing at DC	10 Order Processing at DC	11 Garments Arriving at local Cintasunbox & sorting	12 Garments Arriving at local Cintasunbox & sorting			
15 Garments Arriving at local Cintasunbox & sorting 22 Pre-Install Account & Locker Delivery	16 Garments Arriving at local Cintasunbox & sorting 23	17 Garments Arriving at local Cintasunbox & sorting 24	18 Order Tracking Audit Scan In & Out Verification 25	19 Order Tracking Audit Scan In & Out Verification 26			
29 Week of Delivery	30	01	02	03			



Lockers Provided at no charge

Dimensions (w x d x h): 31" x 21 1/4" x 84 1/2"

Compartment door: 6 3/8" x 37 1/2"

8WC / Cam Lock 8WCXL / Knob Lock 8WCCO / Combo Lock



8 COMPARTMENT

Dimensions (w x d x h): 24 5/16" x 21 1/4" x 84 1/2" Compartment door: 4 3/4" x 37 1/2"

BC / Cam Look BCKL / Knob Look BCCO / Combo Lock



STANDARD SOIL DROP

Dimensions (w x d x h): 16 1/2" x 16 1/4" x 77 1/2"

SCSD/H-1 Master

MAXI SOIL DROP

Dimensions (w x d x h): 24 5/16" x 21 1/4" x 84 1/2"

MCSD / H-1 Master





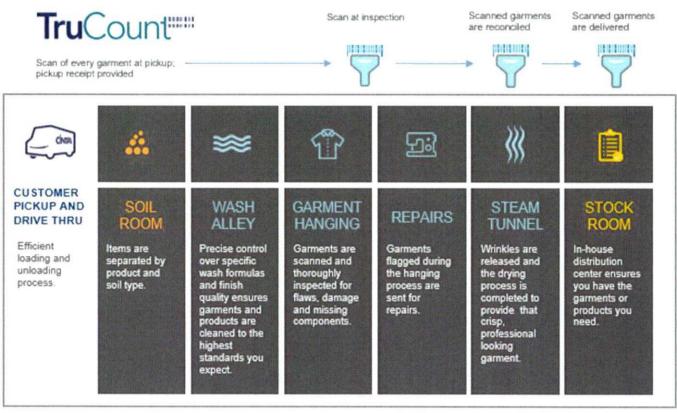
OR



Section 4: Work Approach to Scope of Services



WEEKLY SERVICE PROCESS OVERVIEW







WEEKLY PROCESS

Cintas offers a weekly service. We intentionally schedule service to be conducted during normal business hours, because we want the face-to-face interaction.

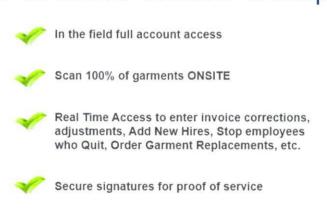
Every week, your Service Sales Representative (SSR) will:

- 1) Check-in with each department(s) contact(s)
- 2) Ask if there are any changes
- 3) Begin scanning all soiled garments with TRUCOUNT™
- 4) Deliver counted and clean garments in designated location
- 5) Review Garment Pick-Up Report and Invoice.
- 6) Adjustments keyed into Portable Route Computers
- Corrected Invoice emailed to AP in 24 hours.

All soiled garments are scanned with ONSITE at every department using Portable Route Computers. We scan all items with a bar code using **TRUCOUNT**™ garment scanning technology. **Corporate Policy is:**

- It is Mandatory 100% of garments are scanned ONSITE
- A Live Garment Pickup Report printed on the truck
- Weekly your SSR provides the Garment Pickup Report and Invoice to the point of contact at time of deliver showing an exact itemization by EMPLOYEE.
- Everyone can compare week-to-week Garment Pickup Report for accuracies.
- Reporting is available online under myCintas.com portal.
- PROOF OF SERVICE

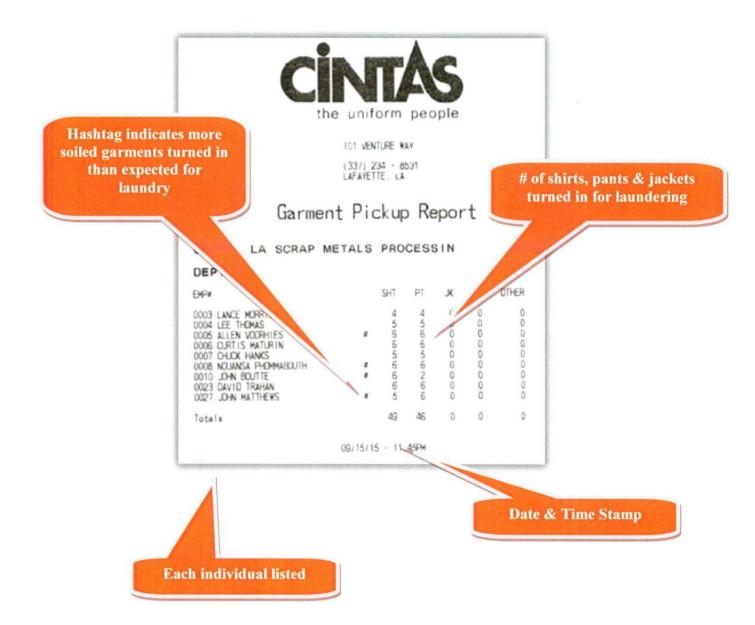
Portable Route Computers







Garment Pickup Report Sample





Invoice Sample

Enhanced Weekly Invoice

Your Cintas invoices will have a new, simplified look.

Updated Itemized Invoice

• The invoice is delivered at the time of service

 The easy-to-read format will show greater detail on the products and services you are currently receiving from Cintas

A Consolidated Monthly Statement

 The consolidated statement will be mailed monthly (where applicable) recapping the month's weekly invoices

 This updated monthly statement will also reflect weekly activity from other Cintas divisions that you currently do business with; i.e., Uniforms, Facility Services and First Aid & Safety

 This consolidated format allows our customers to pay for all Cintas services from one simplified statement

 Customers can enroll in myCintas to have online access to invoices, statements and online bill pay



EMP#/LOCK#	MATERIAL	DESCRIPTION		FREQ	EXCH	QTY	UNIT PRICE	LINE TOTAL	TAX
	X1407	HEAVY DUTY SOAP SVC		01	F	79.	X.XXX	X.XX	¥
	X2160	SM SHOP TWL-RED		01	F	100	X.XXX	XX.XX	٧
	X2160	SM SHOP TWL-RED	9	01	E	5	X.XXX	XXX	٧
	X84050	3X10 BROWN MAT		01	F	2	X.XXX	XXXX	٧
	X9289	JAT DBL TP DSP WHITE		01	F	1	XXXX	X.XX	٧
0004	X383	DUNGARES/CARHARTT/WORKNAVY		01	F	11	X.XXX	XXX	٧
2004	X64031	SHIRT/CREW/M/BLACK CHARC/SS		01	E	11	XXXX	X.XX	٧
	JIM SMITH SUBTI	DTAL - X.XX							
0005	X383	DUNGARES/CARHARTT/WORKNAVY		01	F	211	X.XXX	XXX	У.
0005	X84031	SHIRT/CREW/M/BLACK CHARC/SS		01	F	355	X.XXX	XXX	Y
	MIKE JONES SUE	STOTAL - X-XX							
		50	STOTAL					XX XX	
		SERVICE CHARGE						X.XX	Y
		SUBTOTAL						300.30	
		SALES TAX						X.XX	
		TOTAL USD						300,00	

FOR ALL NON-PAYMENT RELATED CORRESPONDENCE.

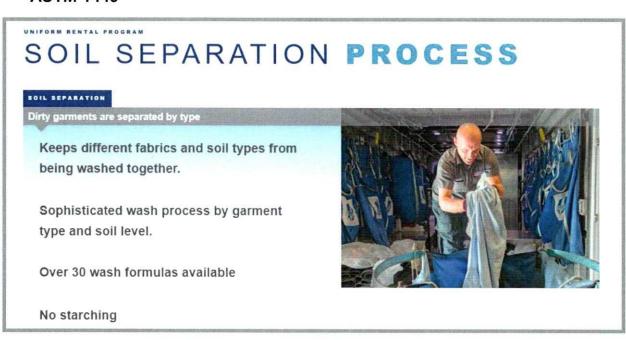
The mailing address for the Cintas location servicing your account can be found han



UNIFORM CLEANING begins at Soil Pick-Up

Soil Separation/Wash Process

- All garments are soil separated 1st on the trucks
 - Increases finishing quality/image of garments
- All of plant processes are automated to ensure consistent cleaning procedures.
- 30+ different wash formulas.
- Liquid injection system monitored and calibrated every 2 weeks for quality assurance.
- Garments are dried, each piece is processed to remove wrinkles
- Wash process and cleaning formulas are designed for each garment and soil type
- FR Garments are processed according to manufacturer's specifications and ASTM 1449



WASH PROCESS

- Garments separated by style, soil type and industry to protect the quality of the garment.
- Industrial washers & dryers are fully automated and operated by computers.
- Programs apply proper levels of detergent by load weight to ensure the right ratios. Too much detergent causes irritations, too little and the garments are not cleaned.
- Computers and detergents calibrated Every 2 Weeks.
- Over 30+ different detergent formulas.



Our wash process makes sure your uniforms last and look their best.

▶ Water quality and conservation Cintas was the first major industrial laundry company to make the corporate-wide switch from detergents that contain Nonylphenol Ethoxylates (NPE) to detergents that do not contain NPE's. Safer for you and the environment.	We use NPE-Free Detergents. Safe for you and the understand. CINTAS. EVEL 2018 ALTER OF THE PROPERTY OF THE
respective to garment and soil types. Garments sent through a steam tunnel which blasts the garments with 350°+ steam. This process releases wrinkles and eliminates bacteria and odors, while providing a crisp professional look.	
Over 40 different detergent formulas	A 7 A
These programs apply proper levels of detergent and drying time to provide the highest level of cleaning.	
from sophisticated computer programs.	
to protect the quality of the garment. Industrial washers and dryers operate	
Garments separated by style and soiltype	

GARMENT INSPECTION PROCESS - REPAIRS - GARMENT UP-GRADES:

CINTAS' PROACTIVE SAMI / PAMI INSPECTION METHOD FOR SHIRTS AND PANTS:

- Patented 16-point inspection is done on each shirt and pant.
 - In accordance with ASTM 1449
- · Exclusive equipment is used to inspect garments each week
- Cintas employee-partners are incentivized to pull garments for repair and replacement.
- · Local stockroom of garments for same day replacement.
- · 100% Customer Satisfaction is guaranteed in our service agreement





AGED GARMENTS IN NEED OF RETIREMENT:

Garments are considered "aged out" and in need of replacement when they begin to visibly show excessive wear and tear, such as fabric thinning, fading and/or fraying. Aged out garments are:

- Removed from circulation
- A replacement garment is pulled from local stockroom and prepped for delivery.
- The upgraded garment is tagged as "Upgrade" for the Cintas Service Representative to present to the customer contact to gain agreement the garment should be upgraded.
- Any questionable garment is presented to the customer contact for agreement.

GARMENTS DAMAGED BEYOND REPAIR:

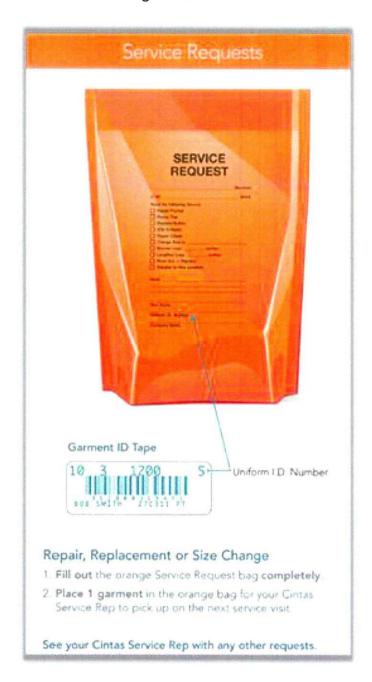
Cintas maintains the HIGHEST level of textile rental at all times. If a garment damage is deemed too extensive for repair, it is:

- Removed from circulation
- A replacement garment is pulled from local stockroom and prepped for delivery.
- The damaged/upgraded garment is tagged as "Repaired/Replaced" for the Cintas Service Representative to present to the customer contact to gain agreement the garment should be pulled.
- Any questionable garment is presented to the customer contact for agreement.



SIZE CHANGES / REACTIVE REPAIRS

Cintas provides on-site repair **TAGS** and **BAGS** as a convenience for employees. Complete the information on the tag/bag. Service Representative will scan it, note and order the request through the **Portable Route Computer** for automated ordering. Corrected garments arrive the following week.







Finishing Process

- After passing inspection station, garments move to steam tunnels.
- 3-minute cycle at 360 degrees sanitizes the garment and produces a wrinkle-free finish.



Reconciliation & Wrap-Out

Every week, 3 to 4 days before your next delivery, garments sorted and put in order by Route, Customer Employee, Shirts and Pants.

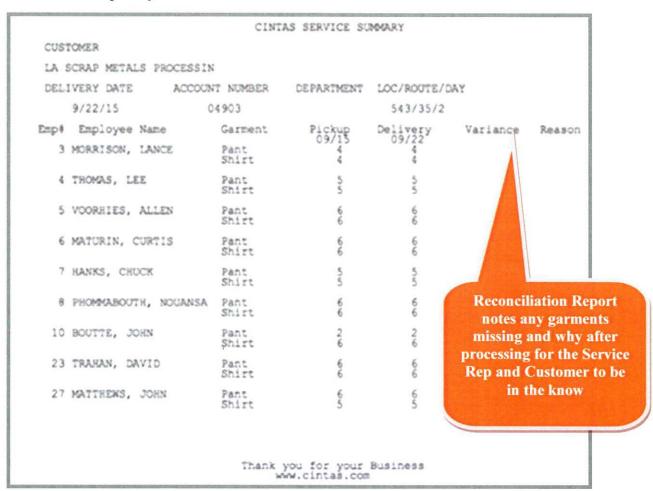
A Cintas employee-partner uses the "SERVICE SUMMARY" report and compares the inventories picked up vs. what is going back out. Any missing item is pulled from the stockroom for same day correction or ordered from our distribution center. Standard sized garments have a 1 week turnaround.



The Service Summary Report is an extensive internal reconciliation process.

- a. Garments are scanned at multiple stages for tracking.
- b. Detailed data for every single garment
 - i. Time in service
 - ii. Repairs
 - iii. Turn-in frequency
- c. Reconciles any variances

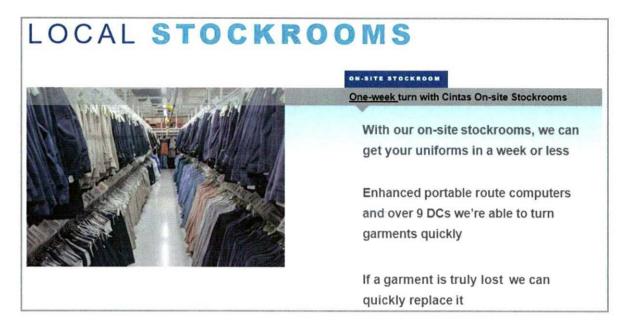
Service Summary Report





LOCAL STOCKROOMS

for any missing garment, garment upgrades/replacements and deliver upon **1-week** hire turnarounds.



FINISHED GARMENTS

are loaded onto the trucks and your SSR counts back to triple check the garments coming back match the reports of what was picked up.





CUSTOMER SATISFACTION SCORING

- Cintas contracts a 3rd party company to randomly call our customer base for unbiased scoring.
- A score of less than 9 is a high concern and all efforts are prioritized to elevate the level of service and save the customer.
- Additionally, Service Managers visit customers every 60-90 days. General Managers visit 2-3 times per year.
- CUSTOMER REQUEST FORM (CRF) generated by phone call, email, online. States the nature of the issue.
 - Service Manager and Supervisor emailed a copy of the CRF. Make contact with customer within 1 hour.
 - Exact issue identified.
 - Customer and Cintas agree on course of resolution and time frame necessary to correct.
 - Resolution delivered.
 - CRF closed out.
 - o 24 hour follow up by Customer Service to ensure resolution.





TECHNOLOGY & INVOICING SOLUTIONS

- PORTABLE ROUTE COMPUTERS

- In field full account access
- Scan 100% of garments ONSITE
- Real Time Access to enter invoice corrections, adjustments, add new hires, quit employees, order garment replacements, etc.
- Secure signature for proof of service

myCINTAS.com ONLINE PORTAL

- eBilling
 - Payment Processing via ACH (Bank Account)
 - Online Invoice & Statement Viewing
 - Unapplied Credit Viewing & Application
 - Automated Cash Application
 - Additional weekly/monthly reporting customizable to desired inputs

eService

- View Rental Products & Services
- Product Add Shopping Experience
- Create Service Requests
- Connect with your Service Team at your convenience for service requests
- Activity Center
- TruCount Garment Pick-Up & Service Summary Reports available showing garment tracking
- Invoices emailed automatically 24 hours after servicing
- Additional reports may be customized detailing invoicing, garments tracking, etc.

Customer Service

- Call / Email Customer Service.
- All communication logged into our system with a CUSTOMER REQUEST FORM (CRF) generated.
- o Minimum response time is 24 hours. Within 1 hour is standard.

myCintas.com PORTAL





Billing Methods

All customers receive a copy of the Garment Pickup Report and Invoice at the weekly time of service. A statement is sent to each customer for the total month's total with invoice numbers & amounts referenced.

Standard terms are Net 10 days for 2% discount or Net 30 with \$0 discount.

All customers may utilize myCintas.com for an online portal to view/pay bills (outlined on pages 31 - 32).

Additional weekly billing reporting is a capability and completely customizable to your required criteria.

We accept a wide variety of payment options.

GARMENT IDENTIFICATION COMPUTERIZED BARCODING SYSTEM

All Cintas garments contain a unique bar code label which identifies the following:

- Route ID
- Delivery Day of Week
- Customer Account Number
- Employee Number
- **Employee Name**
- Item Description

BAR CODE LABEL LAYOUT



Route 2 Characters, all numeric 1 Character, numeric Customer Number: 5 Characters, all numeric

Employee Number: 4 digit number with leading zeroes suppressed Employee Name: First 8 characters of the employee's last name

1 character month, 1 character year, 1 character grade, 3 character Location For example: December, 2001, Grade "A", Location "009". MYGLOC:

Item Description: 5 character item number, 2 character sleeve, 2 character color code,

1 character wear code.

Wear Code: "R" = Rough Wear

"B" = Buy Back

"N" = NOG

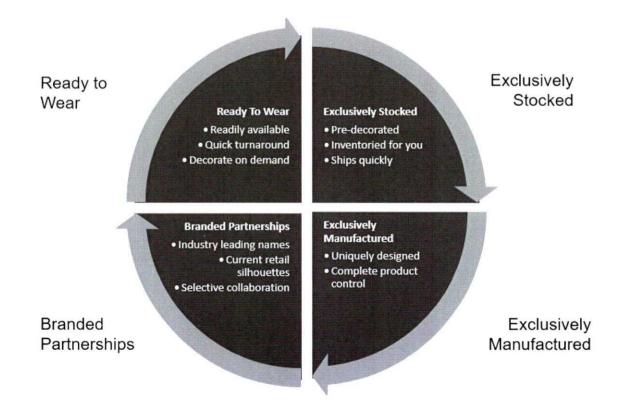
" " = None of the Above



Value Adds Direct Sale Methods

- Via Phone, Email, In-Person, Online portal







ADDITIONAL PERSONAL PROTECTIVE EQUIPMENT



PUREVIEW 12 CAL FACESHIELD SLOTTED ADAPTER WITH HARD HAT

74503, 12 CAL Pureview" Faceshield 74501, MSA Slotted Hard Hat



LEATHER PROTECTORS 86938, 10" Length 86939, 12" Length



RUBBER VOLTAGE GLOVES

86932 11" Length, Class 00 Red (15), Black (35), Yellow (70) 86933 11" Length, Class 0 Red (15), Black (35), Yellow (70) 86935, 14" Length, Class 2 Black (35), Yellow (70)



60081 CARHARTT® FR BASE LAYER 6 oz: 93% Cotton/7% Spandex Navy (20), Gray (30)

Navy (20), Gray (30) ATPV 7.4 | ARC 1 | UL 2112 Certified *Available in SS and RG



ARC FLASH SUIT

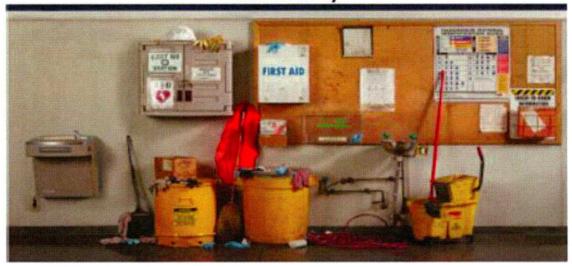


60196 CANVAS GLOVE BAG

Available for lease



Not Ready



Ready

