

ORDINANCE NO. 21-1860

AN ORDINANCE OF THE CITY OF DENTON, A TEXAS HOME-RULE MUNICIPAL CORPORATION, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH CINTAS CORPORATION NO. 2, THROUGH THE OMNIA PARTNERS COOPERATIVE PURCHASING NETWORK CONTRACT # R-BB-19002, FOR UNIFORM AND ACCESSORIES RENTAL FOR ALL CITY OF DENTON DEPARTMENTS; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE (FILE 7738 – AWARDED TO CINTAS CORPORATION NO. 2, IN THE THREE (3) YEAR, WITH THE OPTION FOR THREE (3) ADDITIONAL ONE (1) YEAR EXTENSIONS, IN THE TOTAL SIX (6) YEAR NOT-TO-EXCEED AMOUNT OF \$2,153,000.00).

WHEREAS, pursuant to Ordinance 21-1842, Omnia Partners has solicited, received, and tabulated competitive bids for the purchase of necessary materials, equipment, supplies, or services in accordance with the procedures of state law on behalf of the City of Denton; and

WHEREAS, the City Manager, or a designated employee, has reviewed and recommended that the herein described materials, equipment, supplies, or services can be purchased by the City through the Omnia Partners programs at less cost than the City would expend if bidding these items individually; and

WHEREAS, the City Council has provided in the City Budget for the appropriation of funds to be used for the purchase of the materials, equipment, supplies, or services approved and accepted herein; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The items shown in the “File Number” referenced herein and on file in office of the Purchasing Agent, are hereby accepted and approved as being the lowest responsible bids for such items:

<u>FILE</u> <u>NUMBER</u>	<u>VENDOR</u>	<u>AMOUNT</u>
7738	Cintas Corporation No. 2	\$2,153,000.00

SECTION 2. By the acceptance and approval of the items set forth in the referenced file number, the City accepts the offer of the persons submitting the bids to Omnia Partners for such items and agrees to purchase the materials, equipment, supplies, or services in accordance with the terms, conditions, specifications, standards, quantities, and for the specified sums contained in the bid documents and related documents filed with Omnia Partners and the purchase orders issued by the City.

SECTION 3. Should the City and persons submitting approved and accepted items set forth in the referenced file number wish to enter into a formal written agreement as a result of the

City's ratification of bids awarded by Omnia Partners, the City Manager, or their designated representative, is hereby authorized to execute the written contract which shall be attached hereto; provided that the written contract is in accordance with the terms, conditions, specifications, and standards contained in the Proposal submitted to Omnia Partners, and related documents herein approved and accepted.

SECTION 4. The City Council of the City of Denton, hereby expressly delegates the authority to take any actions that may be required or permitted to be performed by the City of Denton under this ordinance to the City Manager of the City of Denton, or their designee.

SECTION 5. By the acceptance and approval of the items set forth in the referenced file number, the City Council hereby authorizes the expenditure of funds therefor in the amount and in accordance with the approval purchase orders or pursuant to a written contract made pursuant thereto as authorized herein.

SECTION 6. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Jesse Davis and seconded by Brian Beck. This ordinance was passed and approved by the following vote [7 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vicki Byrd, District 1:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Brian Beck, District 2:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jesse Davis, District 3:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alison Maguire, District 4:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deb Armintor, At Large Place 5:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Paul Meltzer, At Large Place 6:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PASSED AND APPROVED this the 14th day of September, 2021.



 GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: *Rosa Rios*

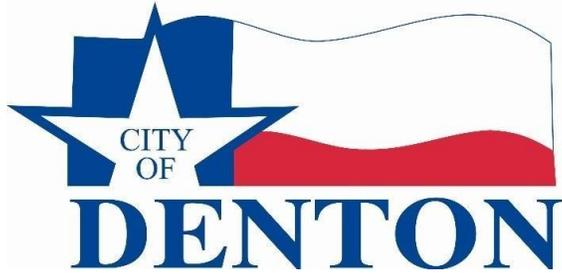


APPROVED AS TO LEGAL FORM:
CATHERINE CLIFTON, INTERIM CITY ATTORNEY

Marcella Lunn

Digitally signed by Marcella Lunn
DN: cn=Marcella Lunn, o,
ou=City of Denton,
email=marcella.lunn@cityofdent
on.com, c=US
Date: 2021.08.26 10:55:05 -05'00'

BY: _____



DocuSign City Council Transmittal Coversheet

COOP	7738
File Name	Uniform and Accessories Rental
Purchasing Contact	Crystal westbrook
City Council Target Date	SEPTEMBER 14, 2021
Piggy Back Option	Yes
Contract Expiration	SEPTEMBER 14, 2027
Ordinance	21-1860

**CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CINTAS CORPORATION NO. 2
(File # 7738)**

THIS CONTRACT is made and entered into this date 09/14/2021, by and between CINTAS CORPORATION NO. 2 a NEVADA Corporation, whose address is 6800 Cintas BLVD., Cincinnati, OH 45265, hereinafter referred to as "Supplier," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Supplier shall provide products in accordance with the Supplier's quote, a copy of which is attached hereto and incorporated herein for all purposes as **Exhibit "C"**. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

- (a) Special Terms and Conditions (**Exhibit "A"**);
- (b) OMNIA Partners Cooperative Purchasing Contract #R-BB-19002 with Cintas Corporation NO. 2, (**Exhibit "B" on file at the office of the Purchasing Agent**) (the "Omnia Agreement");
- (c) Cintas Corporation NO. 2, agreement (**Exhibit "C"**);
- (d) City of Denton Standard Terms and Conditions (**Exhibit "D"**);
- (e) Certificate of Interested Parties Electronic Filing (**Exhibit "E"**);
- (f) Insurance Requirements (**Exhibit "F"**);
- (g) Form CIQ – Conflict of Interest Questionnaire (**Exhibit "G"**)

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel

Supplier acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition On Contracts With Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization

Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Supplier certifies that Supplier's signature provides written verification to the City that Supplier, pursuant to Chapter File 7738***

2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

SUPPLIER
DocuSigned by:
BY: Jeremy Dressler
8108266A7799430...

CITY OF DENTON, TEXAS
SARA HENSLEY, INTERIM CITY MANAGER
DocuSigned by:
BY: Sara Hensley
5236DB296270423...

AUTHORIZED SIGNATURE

Printed Name: Jeremy Dressler
Title: Governmental Account Mana

ATTEST:
ROSA RIOS, CITY SECRETARY

713-204-9328

DocuSigned by:
BY: Rosa Rios
1C5CA8C5E175493...

PHONE NUMBER

dresslerj@cintas.com

APPROVED AS TO LEGAL FORM:

EMAIL ADDRESS

2021-794815

CATHERINE CLIFTON, INTERIM CITY
ATTORNEY
DocuSigned by:

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

BY: Marcella Luna
4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:
Stephen D. Gay Stephen D. Gay
FEB48BB9726E4A9...
SIGNATURE PRINTED NAME

Director, Water Utilities

TITLE

water utilities

DEPARTMENT

Exhibit A
Special Terms and Conditions

1. Contract Term

The contract term will be three (3) year, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional three (3) one-year periods.

The contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. At the sole option of the City of Denton, the contract may be further extended as needed, not to exceed a total of six (6) months.

2. Total Contract Amount

The contract total shall not exceed \$2,153,000. Pricing shall be per Exhibit C attached.

Exhibit C



Location No. 12M-Coppell
 Contract No. _____
 Customer No. _____
 Main Corporate Code ★ **New CC 13218**

Date 7/8/2021

Customer/Participating Agency CityofDenton,TX Phone 940-349-7172
 Address 215E.McKinneyStreet(SeeAttachmentB) City Denton State TX Zip 76201

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
	See Attachment A	

- The contract term will be three (3) years, effective from date of award. The City and the Supplier shall have the option to renew this contract for an additional three (3) one-year periods. The length of this rental agreement will commence with the actual date of award, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ AttachmentA ea • Company Emblem \$ Attachment A ea
- Customer Emblem \$ AttachmentA ea • Embroidery \$ Attachment A ea
- COD Terms \$ NA per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ Attachment A per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ AttachmentA per garment.
- Seasonal Sleeve Change \$ Attachment A per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ 150.00 if requested _____
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ AttachmentA per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other: Pricing and terms per OMNIA cooperative contract #R-BB-19002

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
		See Attachment A			

*Indicated bundled items/services
 _____ Initial and check box if Unilease. All Garments will be cleaned by customer
 Date _____
 _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
 Date customer. _____
 _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
 Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:
 Cintas Loc. No: 12M-Coppell Please Sign Name _____
 By: Jeremy Dressler Please Print Name _____
 Title: Governmental Account Manager Please Print Title _____
 Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

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

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments:** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **High Visibility Garments.** City bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Hi-Vis", and together with the FRC, the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Hi-Vis meet the required level of visibility for any particular work conditions or uses; and (c) determining when Hi-Vis require repair or replacement to meet the required level of visibility. City acknowledges and understands that the Hi-Vis alone do not ensure visibility of the wearer. City further acknowledges that Bidder is relying upon City to determine whether any Hi-Vis need repair or replacement to maintain the required level of visibility. Bidder represents only that the Hi-Vis supplied satisfy certain ANSI/ISEA standards to the extent the Hi-Vis are so labeled. City acknowledges that Bidder has made no other representations, covenants or warranties, whether express or implied, related to the Hi-Vis. Further, City hereby releases Bidder from any and all liability that results or might result from the failure of the Hi-Vis to function per ANSI/ISEA standards, and further agrees to defend, indemnify, and hold the Bidder harmless from any claims that result or might result from any such failure.
8. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
9. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
10. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
11. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.

- 12. Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
- 13. Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
- 14. Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
- 15. Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve (12) months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

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

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

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

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

Cintas/City of Denton - Attachment A: Pricing

Item #	Uniform Program	Weekly Unit Pricing	Lost/Replacement Charge
205/271	Women's Comfort Shirt	\$0.17	\$ 17.00
259	Polo w/Pocket	\$0.23	\$ 20.00
270	Cargo Pants	\$0.30	\$ 27.00
273	High Image Workshirt	\$0.24	\$ 23.00
275	Performance Polo	\$0.28	\$ 28.00
280	Carhartt FR 5-Pocket Jeans	\$0.56	\$ 49.00
290	Carhartt FR Carpenter Jeans	\$0.56	\$ 49.00
294	Carhartt FR Shirt	\$0.43	\$ 49.00
330	Cotton Shirt	\$0.24	\$ 18.00
340	Cotton Pants	\$0.34	\$ 23.50
361	Soft Shell Jacket	\$1.21	\$ 56.00
370	Cargo Shorts	\$0.30	\$ 27.00
374	Oxford Shirt	\$0.24	\$ 22.00
376	Carhartt Active Jacket	\$1.62	\$ 85.05
381	Carhartt 5-Pocket Jean	\$0.37	\$ 27.00
382	Carhartt Carpenter Jean	\$0.37	\$ 30.00
383	Carhartt Dungaree Pant	\$0.43	\$ 25.00
384	Carhartt Work Shirt	\$0.34	\$ 25.00
387	Carhartt FR Featherweight Coverall	\$1.23	\$ 148.50
390/395	Women's Pants	\$0.26	\$ 21.00
392	Carhartt FR Featherweight Shirt	\$0.55	\$ 72.00
393	Women's Carhartt Jean	\$0.70	\$ 45.00
394	Cintas Jean	\$0.29	\$ 20.00
396	Carhartt Rugged-Flex Shirt	\$0.60	\$ 49.50
677	Permalined Jacket	\$0.40	\$ 30.00
741	Plain Front Short	\$0.22	\$ 27.00
865	Pleated Pants	\$0.27	\$ 22.00
912	Poly-Cotton Coverall	\$0.25	\$ 30.00
935	Comfort Shirt	\$0.16	\$ 15.00
945	Comfort Pants	\$0.18	\$ 18.00
970	Hip Length Jacket	\$0.35	\$ 31.95
59935	Enhanced Visibility Shirt	\$0.43	\$ 30.60
59970	Enhanced Visibility Jacket	\$0.85	\$ 46.00
61356	FR Jacket #JLJ8NV	\$0.95	\$ 104.85
64356	FR Jacket Liner	\$0.90	\$ 108.00
64251	Chef Works Lightweight Cook Shirt	\$0.23	\$ 8.00
64449	Chef Works Signature Coat	\$0.32	\$ 12.00
65177	Chef Works Pant	\$0.30	\$ 26.00
65418	High Visibility ANSI Shirt	\$0.70	\$ 53.10
66273	Women's High Image Shirt	\$0.24	\$ 23.00
66275	Women's Performance Polo	\$0.28	\$ 28.00
66528	Women's Oxford Shirt	\$0.24	\$ 19.00
74533	Carhartt Ripstop Pant	\$0.55	\$ 54.00
74303	Cowboy Cut Jeans	\$0.41	\$ 34.00
8000	8-Bank Locker	\$0.00	\$ 500.00
8004	Soil Bin	\$0.00	\$ 200.00
	Minimum Charge (Minimum Invoice allowed)	\$35.00	NA
	Service Charge / Delivery Fee	\$0.00	NA
	Size Premium	\$0.05	NA
	Uniform Advantage (per garment)	\$0.07	NA
	Premium Uniform Advantage (High-Vis or FRC)	\$0.14	NA
	Emblem Advantage Program (per garment with emblems)	\$0.06	NA
	Embroidery/Emblem Advantage (per embroidered garment)	\$0.12	NA
	Employee Name Emblem (if not using Emblem Adv.)	\$1.50	NA
	Custom Company Emblem (if not using Emblem Adv.)	\$2.50	NA
	Preparation Advantage Program (per garment)	\$0.04	NA
	Make-Up / Garment Prep (if not using Prep Adv.)	\$1.50	NA
	Direct Embroidery	\$4.95	NA
	Seasonal Sleeve Change	\$12.00	NA
	Size Changes (within 4 weeks of each other)	\$6.00	NA
Floor Mats			
84301	3x5 Logo Mat	\$2.40	\$83.00
84401	4x6 Logo Mat (requires buyback)	\$6.30	\$162.00
84001	3x10 Logo Mat (requires buyback)	\$7.20	\$202.50

84302	3x5 Safety Mat	\$3.25	\$65.00
842XX	3x4 Carpet Mat	\$2.87	\$40.50
843XX	3x5 Carpet Mat	\$2.87	\$40.50
844XX	4x6 Carpet Mat	\$3.54	\$63.00
840XX	3x10 Carpet Mat	\$4.22	\$81.00
10196	3x5 Traffic Mat	\$2.00	\$46.00
10197	4x6 Traffic Mat	\$7.20	\$99.00
10198	3x10 Traffic Mat	\$8.10	\$135.00
10199	4x8 Traffic Mat	\$8.68	\$162.00
10188	3x5 Xtraction mat	\$5.80	\$91.00
10189	3x5 Xtraction mat	\$5.80	\$92.00
10223	3x5 Xtraction mat	\$5.80	\$93.00
10191	4x6 Xtraction mat	\$6.62	\$117.00
10192	4x6 Xtraction mat	\$6.62	\$117.00
10224	4x6 Xtraction mat	\$6.62	\$117.00
10201	3x10 Xtraction mat	\$7.45	\$153.00
10202	3x10 Xtraction mat	\$7.45	\$153.00
10225	3x10 Xtraction mat	\$7.45	\$153.00
2477	3x5 Scraper Mat	\$2.43	\$40.50
2478	4x6 Scraper Mat	\$2.72	\$74.00
10184	3x5 Active Scraper Mat	\$3.15	\$90.00
1800	3x5 Coffee Mat	\$3.65	\$58.50
1801	2x3 Spring Step	\$1.50	\$52.00
1802	3x5 Spring Step	\$2.25	\$65.00
1810	3x5 Duralite Mat	\$2.63	\$72.00
1917	3x5 Wellness Mat	\$4.00	\$99.00
5477	3x5 Photo Safety Mat	\$4.50	\$58.50
5479	3x5 Photo Coffee Mat	\$4.50	\$58.50
5480	3x5 Photo Water Mat	\$4.50	\$58.50
5487	3x5 Photo Mat (requires buyback)	\$6.30	\$112.50
5488	4x6 Photo Mat (requires buyback)	\$7.20	\$162.00
5489	3x10 Photo Mat (requires buyback)	\$8.10	\$202.50
5471	4x6 Photo Local Mat (requires buyback)	\$6.30	\$162.00
Mops			
2570	24" Dust Mop	\$0.84	\$7.20
1946	24" Dust Mop Frame	NA	\$9.00
2590	36" Dust Mop	\$1.13	\$9.00
1947	36" Dust Mop Frame	NA	\$9.00
2604	48" Dust Mop	\$1.38	\$10.80
1948	48" Dust Mop Frame	NA	\$9.00
2610	60" Dust Mop	\$1.58	\$14.40
1045	60" Dust Mop Frame	NA	\$9.00
6924	Wood Dust Mop Handle	NA	\$9.00
2650	Large Wet Mop	\$1.35	\$10.80
6913	24 oz. Synthetic Mop	\$1.50	\$15.00
6923	Fiberglass Wet Mop Handle	NA	\$9.00
7116	12" Microfiber Mop Orange	\$0.18	\$5.00
7117	12" Microfiber Mop Frame (Healthcare only)	NA	\$8.55
7000	20" Microfiber Mop Head	\$1.35	\$5.85
7002	20" Microfiber Mop Frame (Healthcare only)	NA	\$9.00
7001	36" Microfiber Mop	\$0.45	\$12.00
7003	36" Microfiber Mop Frame (Healthcare only)	NA	\$13.50
7245	Microfiber Mop Handle	\$0.80	\$10.00
6930	Microfiber Mop Container	\$13.50	\$81.00
7432	12"x12" Microfiber Wiper (Blue)	\$0.16	\$2.16
7433	12"x12" Microfiber Wiper (Orange)	\$0.16	\$2.16
7717	16"x16" Microfiber Wiper (White)	\$0.16	\$1.17
8020	Microfiber Tube Mop	\$2.25	\$18.00
9581	Dual Chamber Mop Bucket	\$2.50	\$125.00
9582	Pulse Mop	\$1.75	\$110.00
Hygiene Items			
6116	Micromist Air Freshener Service	\$2.88	\$22.50
6123	Micromist Air Freshener Refill	NA	NA
6122	Micromist Air Freshener Refill - Mango	NA	NA
6119	Micromist Air Freshener Refill - Citrus Slice	NA	NA
9295	Micromist Air Freshener Refill - Clean Breeze	NA	NA
6124	Micromist Air Freshener Refill - Cinnamon	NA	NA

9016	Micromist Air Freshener Dispenser - White	NA	\$22.50
6680	Restroom Mat Service (weekly charge)	\$1.80	\$7.20
7464	Restroom Mat Refill	NA	NA
9210	Urinal Screen Service	\$1.05	\$4.00
9338	Alcohol Foam Sanitizer Service - 1000 mL	\$4.95	NA
9329	Alcohol Foam Sanitizer Refill - 1000 mL	NA	NA
9314	Heavy Duty Scrub Soap Service - 1000 mL	\$2.00	\$25.00
9315	Heavy Duty Soap Scrub Refill - 1000 mL	NA	NA
9326	Antibacterial Foam Soap Service - 800 mL	\$2.22	\$22.50
9327	Antibacterial Foam Soap Refill - 800 mL	NA	NA
9312	Moisturizing Soap Service - 1000 mL	\$1.78	\$22.50
9313	Moisturizing Soap Refill - 1000 mL	\$0.00	\$8.00
9332	Antibacterial Gel Soap Service - 1000mL	\$1.50	\$25.00
9333	AB Gel Soap Refill (Food Service) - 1000 mL	NA	NA
9320	Hair & Body Wash Service - 1000 mL	\$2.00	\$22.50
9321	Hair & Body Wash Refill - 1000 mL	NA	NA
9322	Instant Hand Sanitizer Service - 1000 mL	\$2.75	\$22.50
9323	Instant Hand Sanitizer Refill - 1000 mL	NA	NA
9980	Soap Dispenser - White	NA	\$22.50
9982	Auto Soap Dispenser - White	NA	\$31.50
9025	Centerpull Paper Towel Roll (by the roll)	\$6.30	\$18.00
9110	Jumbo Toilet Tissue Roll (by the roll)	\$4.50	\$18.00
9305	Electronic Paper Dispenser	NA	\$99.00
7699	Centerpull Paper Towel Case (qty. 6)	\$42.30	NA
7702	Jumbo Toilet Tissue Case (qty. 12)	\$46.80	NA
Linen Items			
2161	Shop Towel - White	\$0.13	\$0.41
2160	Shop Towel - Red	\$0.06	\$0.41
2169	Shop Towel - Blue	\$0.06	\$0.41
2173	Glass Towel - Red	\$0.21	\$1.19
2864	Bib Apron - White	\$0.32	\$3.96
2873	Bib Apron - Black	\$0.32	\$3.96
2861	Bib Apron - Red	\$0.32	\$3.96
2700	Terry Towel	\$0.13	\$1.17
2964	Stripe Swipe Towel	\$0.17	\$1.17
2750	Ribbed Terry Towel	\$0.13	\$1.17
2702	Blue Terry Towel	\$0.13	\$1.17
2921	Stripe Glass Towel	\$0.17	\$1.17
2701	#2 Terry Towel	\$0.13	\$1.17
3035	Grill Pad	\$0.11	\$1.76
6116	Micromist Air Freshener Service	\$2.88	\$22.50
6123	Micromist Air Freshener Refill	NA	NA
6122	Micromist Air Freshener Refill - Mango	NA	NA
6119	Micromist Air Freshener Refill - Citrus Slice	NA	NA
9295	Micromist Air Freshener Refill - Clean Breeze	NA	NA
6124	Micromist Air Freshener Refill - Cinnamon	NA	NA
9016	Micromist Air Freshener Dispenser - White	NA	\$22.50
6680	Restroom Mat Service (weekly charge)	\$1.80	\$7.20
7464	Restroom Mat Refill	NA	NA
Safewasher			
7418	Safewasher Service 23	\$26.99	\$1,485.00
7419	Safewasher Service 25	\$26.99	\$1,485.00
7420	Safewash Service Fluid Refill	\$0.00	\$13.05
7524	Safewasher Filter	NA	\$12.60
Cleaning Chemicals			
7600	2 or 3 Button Dispenser Install Fee* (One Time Charge)	\$45.00	NA
7619	Foamer Dispenser Install Fee (One Time Charge)	\$22.50	NA
7500	Cleaning Chemical Dispenser Maintenance Fee	\$2.70	\$333.00
7550	3 Compartment Sink Chemical Dispenser Maintenance Fee	\$2.70	\$301.50
2294	Foaming Chemical Dispenser Maintenance Fee	\$2.70	\$180.00
2271	FC1 - Heavy Duty Cleaner	\$1.26	NA
2274	FC2 - Bio Based Floor Cleaner	\$1.53	NA
2282	FC3 - Industrial Floor Cleaner/Degreaser	\$2.52	NA
2272	FC4 - Neutral Floor Cleaner	\$0.72	NA
2295	RR1 - Heavy Duty Restroom Cleaner/Disinfectant - Mop Bucket	\$1.40	NA
2275	GL1 - Glass & Multi Surface Cleaner	\$1.80	NA
2276	RR1 - Heavy Duty Restroom Cleaner/Disinfectant - Bottle	\$2.75	NA

2277	OC1 - Odor Counteractant/Fabric Freshener	\$5.40	NA
7544	FC1 - Heavy Duty Cleaner - Bottle	\$1.26	NA
2281	DG1 - Heavy Duty Foaming Degreaser - Bottle/Foamer	\$1.35	NA
2278	SK1 - Pot & Pan Detergent	\$1.08	NA
2279	SK2 - Sink Sanitizer	\$1.08	NA
7670	Trigger Sprayer	\$0.00	\$4.50
7574	Trigger Sprayer Labels	NA	\$1.80
7716	Quat Strips	NA	\$6.26
	* Required for all Chemical Customers		
	Ultraclean		
7705	Sanis Ultraclean Base Charge	\$27.00	NA
7706	Sanis Ultraclean Square Foot Charge	\$0.18	NA
* Weekly or EOW Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$30.00 Base Charge = \$110.00			
* Monthly Billing Example: 4 restrooms measure 400 sq ft; 400 sq ft x \$.20 = \$80.00 + \$50.00 Base Charge = \$130.00			
	Signature Series		
27071	SIG DUALTP DSP ALU	\$0.00	\$31.50
27081	SIG DUALTP DSP STEEL	\$0.45	\$67.50
27073	SIG DUALTP CVR RED	\$0.00	\$18.00
27074	SIG DUALTP CVR WHITE	\$0.00	\$18.00
27075	SIG DUALTP CVR STGRY	\$0.00	\$18.00
27076	SIG DUALTP CVR BLACK	\$0.00	\$18.00
27077	SIG DUALTP CVR BLUE	\$0.00	\$18.00
27078	SIG DUALTP CVR SND	\$0.00	\$18.00
27079	SIG DUALTP CVR LIME	\$0.00	\$18.00
27080	SIG DUALTP CVR ORANG	\$0.00	\$18.00
27083	SIG DUALTP RFL PAPER	\$16.20	\$16.20
27000	SIG ZFOLD DSP ALU	\$0.00	\$22.50
27010	SIG ZFOLD DSP STEEL	\$0.45	\$103.50
27002	SIG ZFOLD CVR RED	\$0.00	\$18.00
27003	SIG ZFOLD CVR WHITE	\$0.00	\$18.00
27004	SIG ZFOLD CVR STGRY	\$0.00	\$18.00
27005	SIG ZFOLD CVR BLACK	\$0.00	\$18.00
27006	SIG ZFOLD CVR BLUE	\$0.00	\$18.00
27007	SIG ZFOLD CVR SND	\$0.00	\$18.00
27008	SIG ZFOLD CVR LIME	\$0.00	\$18.00
27009	SIG ZFOLD CVR ORANGE	\$0.00	\$18.00
27012	SIG ZFOLD RFL PAPER	\$28.80	\$28.80
20005	SIG AUTOPAPR RED ALU	\$0.45	\$157.50
20006	SIG AUTOPAPR WHT ALU	\$0.45	\$157.50
20007	SIG AUTOPAPR GRY ALU	\$0.45	\$157.50
20008	SIG AUTOPAPR BLK ALU	\$0.45	\$157.50
20009	SIG AUTOPAPR BLU ALU	\$0.45	\$157.50
20010	SIG AUTOPAPR SND ALU	\$0.45	\$157.50
20011	SIG AUTOPAPR LME ALU	\$0.45	\$157.50
20012	SIG AUTOPAPR ORG ALU	\$0.45	\$157.50
20023	SIG PREMIUM HW TOWEL	\$8.91	\$8.91
27097	SIG TRASHCAN DSP ALU	\$0.90	\$112.50
27107	SIG TRASHCAN DSP STL	\$1.80	\$270.00
27099	SIG TRASHCAN CVR RED	\$0.00	\$67.50
27100	SIG TRASHCAN CVR WHT	\$0.00	\$67.50
27101	SIG TRASHCAN CVR GRY	\$0.00	\$67.50
27102	SIG TRASHCAN CVR BLK	\$0.00	\$67.50
27103	SIG TRASHCAN CVR BLU	\$0.00	\$67.50
27104	SIG TRASHCAN CVR SND	\$0.00	\$67.50
27105	SIG TRASHCAN CVR LME	\$0.00	\$67.50
27106	SIG TRASHCAN CVR ORG	\$0.00	\$67.50
27109	SIG TRASHCAN RFL BAG	\$15.30	\$15.30
27013	SIG AIR DSP ALU	\$0.00	\$18.00
27025	SIG AIR DSP STEEL	\$0.45	\$54.00
27015	SIG AIR CVR RED	\$0.00	\$18.00
27016	SIG AIR CVR WHITE	\$0.00	\$18.00
27017	SIG AIR CVR STGRY	\$0.00	\$18.00
27018	SIG AIR CVR BLACK	\$0.00	\$18.00
27019	SIG AIR CVR BLUE	\$0.00	\$18.00
27020	SIG AIR CVR SND	\$0.00	\$18.00
27023	SIG AIR CVR LIME	\$0.00	\$18.00
27024	SIG AIR CVR ORANGE	\$0.00	\$18.00

27026	SIG AIR SVC	\$3.42	NA
27027	SIG AIR RFL CLEAN	\$0.00	NA
27028	SIG AIR RFL MANGO	\$0.00	NA
27029	SIG AIR RFL CITRUS	\$0.00	NA
27030	SIG AIRADV DSP ALU	\$0.45	\$36.00
27040	SIG AIRADV DSP STEEL	\$0.90	\$72.00
27032	SIG AIRADV CVR RED	\$0.00	\$18.00
27033	SIG AIRADV CVR WHITE	\$0.00	\$18.00
27034	SIG ARADV CVR STGRY	\$0.00	\$18.00
27035	SIG ARADV CVR BLACK	\$0.00	\$18.00
27036	SIG ARADV CVR BLUE	\$0.00	\$18.00
27037	SIG ARADV CVR SND	\$0.00	\$18.00
27038	SIG ARADV CVR LIME	\$0.00	\$18.00
27039	SIG ARADV CVR ORANG	\$0.00	\$18.00
27026	SIG AIR SVC	\$3.42	NA
27027	SIG AIR RFL CLEAN	\$0.00	NA
27028	SIG AIR RFL MANGO	\$0.00	NA
27029	SIG AIR RFL CITRUS	\$0.00	NA
27045	SIG AUTOSOAP DSP ALU	\$0.45	\$76.50
27055	SIG AUTOSOAP DSP STL	\$0.90	\$117.00
27047	SIG AUTOSOAP CVR RED	\$0.00	\$18.00
27048	SIG AUTOSOAP CVR WHT	\$0.00	\$18.00
27049	SIG AUTOSOAP CVR GRY	\$0.00	\$18.00
27050	SIG AUTOSOAP CVR BLK	\$0.00	\$18.00
27051	SIG AUTOSOAP CVR BLU	\$0.00	\$18.00
27052	SIG AUTOSOAP CVR SND	\$0.00	\$18.00
27053	SIG AUTOSOAP CVR LME	\$0.00	\$18.00
27054	SIG AUTOSOAP CVR ORG	\$0.00	\$18.00
27069	SIG SOAP SVC	\$1.98	NA
27070	SIG SOAP RFL FOAM	\$0.00	NA
08071	SIG SANT ALC FM RFL	\$0.00	NA
08072	SIG SANT SVC	\$2.79	NA
09560	SIG AB SOAP SVC	\$2.52	NA
09561	SIG AB SOAP RFL	\$0.00	NA
09559	SIG HND SANTZR STAND	\$2.03	\$225.00
27058	SIG SOAP DSP ALU	\$0.00	\$27.00
27068	SIG SOAP DSP STEEL	\$0.45	\$76.50
27060	SIG SOAP CVR RED	\$0.00	\$18.00
27061	SIG SOAP CVR WHITE	\$0.00	\$18.00
27062	SIG SOAP CVR STGRY	\$0.00	\$18.00
27063	SIG SOAP CVR BLACK	\$0.00	\$18.00
27064	SIG SOAP CVR BLUE	\$0.00	\$18.00
27065	SIG SOAP CVR SND	\$0.00	\$18.00
27066	SIG SOAP CVR LIME	\$0.00	\$18.00
27067	SIG SOAP CVR ORANGE	\$0.00	\$18.00
27069	SIG SOAP SVC	\$1.98	NA
27070	SIG SOAP RFL FOAM	\$0.00	NA
08071	SIG SANT ALC FM RFL	\$0.00	NA
08072	SIG SANT SVC	\$2.79	NA
09560	SIG AB SOAP SVC	\$2.52	NA
09561	SIG AB SOAP RFL	\$0.00	NA
27084	SIG CLNSEAT DSP ALU	\$0.00	\$27.00
27094	SIG CLNSEAT DSP STL	\$0.45	\$67.50
27086	SIG CLNSEAT CVR RED	\$0.00	\$18.00
27087	SIG CLNSEAT CVR WHT	\$0.00	\$18.00
27088	SIG CLNSEAT CVR GRY	\$0.00	\$18.00
27089	SIG CLNSEAT CVR BLK	\$0.00	\$18.00
27090	SIG CLNSEAT CVR BLU	\$0.00	\$18.00
27091	SIG CLNSEAT CVR SND	\$0.00	\$18.00
27092	SIG CLNSEAT CVR LME	\$0.00	\$18.00
27093	SIG CLNSEAT CVR ORG	\$0.00	\$18.00
27095	SIG CLNSEAT SVC	\$2.66	NA
27096	SIG CLNSEAT RFL	\$0.00	NA
27110	SIG AUTODRIP DSP ALU	\$0.00	\$31.50
27120	SIG AUTODRIP DSP STL	\$0.45	\$67.50
27112	SIG AUTODRIP CVR RED	\$0.00	\$18.00
27113	SIG AUTODRIP CVR WHT	\$0.00	\$18.00

27114	SIG AUTODRIP CVR GRY	\$0.00	\$18.00
27115	SIG AUTODRIP CVR BLK	\$0.00	\$18.00
27116	SIG AUTODRIP CVR BLU	\$0.00	\$18.00
27117	SIG AUTODRIP CVR SND	\$0.00	\$18.00
27118	SIG AUTODRIP CVR LME	\$0.00	\$18.00
27119	SIG AUTODRIP CVR ORG	\$0.00	\$18.00
27121	SIG AUTODRIP SVC	\$3.15	\$31.50

All Facility Service items priced above for weekly service. EOW service will have unit price multiplied by 1.5. Monthly Service will have unit price multiplied by 2.5. All Hygiene items priced above for weekly service and a monthly changeout. EOW changeouts will have unit price multiplied by 2. Weekly changeouts will have unit price multiplied by 4.

Additional items may be added to the program, provided Company offers Customer Omnia approved pricing

Cintas Acceptance (Company):

City of Denton Acceptance (Customer):

Name: _____
Title: _____
Signature: _____
Date: _____

Name: _____
Title: _____
Signature: _____
Date: _____

Cintas/City of Denton Agreement - Attachment 8: Delivery Locations

Department Name	Delivery Address
Municipal Electric	8161 Jim Christal Road, Denton, TX
Fleet Landfill Office	1527 S. Mayhill Road, Denton, TX
Wastewater	901 Texas Street, #A, Denton, TX
Police Department	601 E. Hickory Street, Unit E, Denton, TX
City Hall	215 E. McKinney Street, Denton, TX
Purchasing Department	901 Texas Street, #B, Denton, TX
Water Metering	901 Texas Street, #B, Denton, TX
Streets	1701 Spencer Street, #B, Denton, TX
Engineering Department	901 Texas Street, #A, Denton, TX
Airport	5000 Airport Road, Denton, TX
Landfill	901 Texas Street, #B, Denton, TX
Water Reclamation	1100 Mayhill Street, Denton, TX
Traffic	869 S. Woodrow Lane, Denton, TX
Public Library	3020 N. Locust Street, Denton, TX
DME	3228 Teasley Lane, Denton, TX
Public Library	502 Oakland Street, Denton, TX
Parks & Recreation	9401 Lake Ray Roberts Dam Rd, Aubrey, TX
Denton Office	608 E. Hickory Street, #12, Denton, TX

Additional City of Denton departments/facilities can be added for service, provided there is a minimum of 24 months remaining on the agreement.

Cintas Acceptance (Company):	City of Denton Acceptance (Customer):
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

Cintas/City of Denton - Attachment C: Buyback Items

Buybacks will not be enforced with this agreement, provided the garments utilized in the program are the Cintas item numbers located in Attachment A, AND those garments do not require direct embroidery or emblems that do not conform to the standard emblem sizes and emblem placements used on the garments listed in Attachment A. If customer elects to utilize an emblem of a non-standard size (i.e. - circle-shaped, larger or smaller than standard emblems, etc.), elects to have the emblems on a non-standard location (shoulder, back, etc.), or elects to have the garments direct embroidered, those garments will be subject to a buyback at the replacement costs listed on Attachment A.

Cintas Acceptance (Company):

City of Denton Acceptance (Customer):

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Cintas/City of Denton Agreement - Non-Appropriation of Funds

It is specifically understood and agreed, that in the event funds or insufficient funds are appropriated and/or budgeted concerning the obligations under this Agreement on behalf of the City of Denton, then the City of Denton shall notify Cintas and this Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were made without penalty, liability, or expense to the department(s) directly impacted by the insufficient funding for the City of Denton.

Cintas Acceptance (Company):

City of Denton Acceptance (Customer):

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Cintas/City of Denton Agreement - Flame Resistant Garments

Cintas Corporation agrees to provide services to the agreed upon locations of the City of Denton as governed by the Facility Solutions Agreement entered into on _____ by and between Cintas Corporation (Company) and the City of Denton (Customer). Both parties agree to the terms below:

1. Customer bears full responsibility for selecting the fabrics under this agreement. Customer acknowledges that Company has made no warranty or covenant with respect to the flame-resistant qualities of the fabrics or garments or with respect to the fitness or suitability of the fabrics or garments for this purpose. Customer acknowledges that numerous manufacturers market fabrics represented to be flame-resistant. Company makes no independent representation as to the flame-resistant qualities of the fabric selected by Customer as compared to other available fabrics or fabrics which may become available in the future except that, to Company's knowledge, the garments adhere to all applicable federal, state, and local safety laws, requirements, or guidance. Customer agrees to notify all employees of Customer who will be wearing the flame-resistant garments that the garments are not designed for long term high heat exposure or for use around open flames and that no representation is made as to the garment's ability to protect users from injury or death.

3. In consideration of the sizeable investment Company is making in flame-resistant garments, Customer guarantees Company minimum weekly revenue equal to 70% of the initial invoice; provided, however, the minimum weekly revenue amount will increase by an amount equal to 70% of any increases in the weekly invoice.

Cintas Acceptance (Company):

City of Denton Acceptance (Customer):

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Cintas/City of Denton Agreement - Enhanced Visibility Garments

Cintas Corporation agrees to provide services to the agreed upon locations of the City of Denton as governed by the Facility Solutions Agreement entered into on _____ by and between Cintas Corporation (Company) and the City of Denton (Customer). Both parties agree to the terms below:

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

Cintas Acceptance (Company):

City of Denton Acceptance (Customer):

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Exhibit D
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS.** The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM.** Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES:** The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS:** Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

6. **DELIVERY TERMS AND TRANSPORTATION CHARGES:** Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION:** The City expressly reserves all rights under law,

including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. WORKFORCE

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the

Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq.*).

12. INVOICES:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

13. PAYMENT:

A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.

B. If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.

C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.

D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;

ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed;

iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

iv. damage to the property of the City or the City's agents, employees or contractors by the Contractor, which is not covered by insurance required to be provided by the Contractor;

v. reasonable evidence that the Contractor's obligations will not be completed within the

time specified in the Contract, and that the unpaid balance would not be adequate to cover actual

or damages for the anticipated delay;

vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or

vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.

F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.

G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. TRAVEL EXPENSES: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. FINAL PAYMENT AND CLOSE-OUT:

A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.

B. The making and acceptance of final payment will constitute:

i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written

request. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.

B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. SUBCONTRACTORS:

A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

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

- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
- ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
- iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
- iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
- v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

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

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

19. WARRANTY-PRICE:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. WARRANTY – TITLE: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. WARRANTY – DELIVERABLES: The Contractor warrants that it will launder FRC (as defined in the Omnia Agreement) consistent with industry standards for FRC and will not launder inconsistent with the FRC's manufacturer's warranty. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the Contractor warrants that the deliverables shall be of useable quality and, to the knowledge of Contractor, adheres to all applicable federal, state, and local safety laws, requirements, or guidance for at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. WARRANTY – SERVICES: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming

services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all reasonable claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as mutually agreed to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. RIGHT TO ASSURANCE: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. STOP WORK NOTICE: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. DEFAULT: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. TERMINATION FOR CAUSE: In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

28. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. FRAUD: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause

by the City and may result in legal action.

30. DELAYS:

A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

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

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

32. INSURANCE: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only. The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any

warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy.

viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified.

ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.

xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. CLAIMS: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof;

and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. CONFIDENTIALITY: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all

circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. PUBLICATIONS: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. ADVERTISING: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. NO CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

42. GRATUITIES: The City may, by written notice to the Contractor, cancel the Contract without liability

if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. INDEPENDENT CONTRACTOR: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. ASSIGNMENT-DELEGATION: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.

The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. MODIFICATIONS: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION:** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION:**

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

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
MLK Day
Memorial Day
4th of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)
New Year's Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. SURVIVABILITY OF OBLIGATIONS: All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract for a period of eighteen (18) months.

54. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. EQUAL OPPORTUNITY

A. Equal Employment Opportunity: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. Americans with Disabilities Act (ADA) Compliance: No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or
(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

57. RIGHT TO INFORMATION: The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection or rejection of the submittal does not affect this right.

58. LICENSE FEES OR TAXES: Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

60. COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS: The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. FEDERAL, STATE, AND LOCAL REQUIREMENTS: Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. DRUG FREE WORKPLACE: The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is

incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY: The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

64. FORCE MAJEURE: The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. NON-WAIVER OF RIGHTS: Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. NO WAIVER OF SOVEREIGN IMMUNITY: The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. RECORDS RETENTION: The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

- 1. Final negotiated contract**
- 2. City's standard terms and conditions**
- 3. Purchase order**
- 4. Supplier terms and conditions**

Exhibit E
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at :
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

Exhibit F
INSURANCE REQUIREMENTS AND
WORKERS' COMPENSATION REQUIREMENTS

Upon contract execution, all insurance requirements shall become contractual obligations, which the successful contractor shall have a duty to maintain throughout the course of this contract.

STANDARD PROVISIONS:

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall provide and maintain until the contracted work has been completed and accepted by the City of Denton, Owner, the minimum insurance coverage as indicated hereinafter.

Contractor shall file with the Purchasing Department satisfactory certificates of insurance including any applicable addendum or endorsements, containing the contract number and title of the project. Contractor may, upon written request to the Purchasing Department, ask for clarification of any insurance requirements at any time; however, Contractor shall not commence any work or deliver any material until he or she receives notification that the contract has been accepted, approved, and signed by the City of Denton.

All insurance policies proposed or obtained in satisfaction of these requirements shall comply with the following general specifications, and shall be maintained in compliance with these general specifications throughout the duration of the Contract, or longer, if so noted:

- Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.
- Any deductibles or self-insured retentions shall be declared in the proposal. If requested by the City, the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officials, agents, employees and volunteers; or, the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
 -
- ***Cancellation: City requires 30 day written notice should any of the policies described on the certificate be cancelled or materially changed before the expiration date.***
- Should any of the required insurance be provided under a claims made form, Contractor shall maintain such coverage continuously throughout the term of this contract and, without lapse, for a period of three years beyond the contract expiration, such that occurrences arising during the contract term which give rise to claims made after expiration of the contract shall be covered.
- Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit providing for claims investigation or legal defense costs to be included in the general annual aggregate limit, the Contractor shall either double the occurrence limits or obtain Owners and Contractors Protective Liability Insurance.
- Should any required insurance lapse during the contract term, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this contract, effective as of the lapse date. If insurance is not reinstated, City may, at its sole option, terminate this agreement effective on the date of the lapse.

SPECIFIC ADDITIONAL INSURANCE REQUIREMENTS:

All insurance policies proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:

A. General Liability Insurance:

General Liability insurance with combined single limits of not less than **\$1,000,000.00** shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.
- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

Automobile Liability Insurance:

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than **\$500,000** either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a policy endorsement for:

- any auto, or
- all owned hired and non-owned autos.

Workers' Compensation Insurance

Contractor shall purchase and maintain Workers' Compensation insurance which, in addition to meeting the minimum statutory requirements for issuance of such insurance, has Employer's

Liability limits of at least \$100,000 for each accident, \$100,000 per each employee, and a \$500,000 policy limit for occupational disease. The City need not be named as an "Additional Insured" but the insurer shall agree to waive all rights of subrogation against the City, its officials, agents, employees and volunteers for any work performed for the City by the Named Insured. For building or construction projects, the Contractor shall comply with the provisions of Attachment 1 in accordance with §406.096 of the Texas Labor Code and rule 28TAC 110.110 of the Texas Workers' Compensation Commission (TWCC).

Owner's and Contractor's Protective Liability Insurance

The Contractor shall obtain, pay for and maintain at all times during the prosecution of the work under this contract, an Owner's and Contractor's Protective Liability insurance policy naming the City as insured for property damage and bodily injury which may arise in the prosecution of the work or Contractor's operations under this contract. Coverage shall be on an "occurrence" basis and the policy shall be issued by the same insurance company that carries the Contractor's liability insurance. Policy limits will be at least \$500,000.00 combined bodily injury and property damage per occurrence with a \$1,000,000.00 aggregate.

Fire Damage Legal Liability Insurance

Coverage is required if Broad form General Liability is not provided or is unavailable to the contractor or if a contractor leases or rents a portion of a City building. Limits of not less than _____ each occurrence are required.

Professional Liability Insurance

Professional liability insurance with limits not less than \$1,000,000.00 per claim with respect to negligent acts, errors or omissions in connection with professional services is required under this Agreement.

Builders' Risk Insurance

Builders' Risk Insurance, on an All-Risk form for 100% of the completed value shall be provided. Such policy shall include as "Named Insured" the City of Denton and all subcontractors as their interests may appear.

Environmental Liability Insurance

Environmental liability insurance for \$1,000,000 to cover all hazards contemplated by this contract.

Riggers Insurance

The Contractor shall provide coverage for Rigger's Liability. Said coverage may be provided by a Rigger's Liability endorsement on the existing CGL coverage; through and Installation Floater covering rigging contractors; or through ISO form IH 00 91 12 11, Rigger's Liability Coverage form. Said coverage shall mirror the limits provided by the CGL coverage

Commercial Crime

Provides coverage for the theft or disappearance of cash or checks, robbery inside/outside the premises, burglary of the premises, and employee fidelity. The employee fidelity portion of this coverage should be written on a "blanket" basis to cover all employees, including new hires. This type insurance should be required if the contractor has access to City funds. Limits of not less than \$_____ each occurrence are required.

[] **Additional Insurance**

Other insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Specific Conditions" of the contract specifications.

ATTACHMENT 1

[] **Workers' Compensation Coverage for Building or Construction Projects for Governmental Entities**

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 2. no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project

and for one year thereafter.

- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - 2. provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - 3. provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 4. obtain from each other person with whom it contracts, and provide to the contractor:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-

Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Exhibit G

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

1 Name of vendor who has a business relationship with local governmental entity. CINTAS CORPORATION NO. 2

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

Yes No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 I have no Conflict of Interest to disclose.

5 DocuSigned by:
Jeremy Dressler
Signature of vendor doing business with the governmental entity

8/25/2021

Date

Certificate Of Completion

Envelope Id: D10AF2C29E3D44C3AC9568507C07B6E1	Status: Completed
Subject: Please DocuSign: City Council Contract 7738--Uniform and Accessories Rental	
Source Envelope:	
Document Pages: 43	Signatures: 6
Certificate Pages: 6	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Crystal Westbrook
Time Zone: (UTC-06:00) Central Time (US & Canada)	901B Texas Street
	Denton, TX 76209
	crystal.westbrook@cityofdenton.com
	IP Address: 198.49.140.104

Record Tracking

Status: Original	Holder: Crystal Westbrook	Location: DocuSign
8/13/2021 3:12:16 PM	crystal.westbrook@cityofdenton.com	

Signer Events

Signer Events	Signature	Timestamp
Crystal Westbrook crystal.westbrook@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	Completed Using IP Address: 198.49.140.104	Sent: 8/13/2021 3:17:01 PM Viewed: 8/20/2021 1:44:14 PM Signed: 8/20/2021 1:45:47 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 8/20/2021 1:45:50 PM Viewed: 8/20/2021 3:43:54 PM Signed: 8/20/2021 3:45:49 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 68.185.202.16	Sent: 8/20/2021 3:45:51 PM Viewed: 8/20/2021 3:50:10 PM Signed: 8/20/2021 3:52:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Jeremy Dressler dresslerj@cintas.com Governmental Account Mana Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 146.112.45.80	Sent: 8/20/2021 3:52:59 PM Viewed: 8/21/2021 7:19:46 AM Signed: 8/25/2021 9:58:02 AM
Electronic Record and Signature Disclosure: Accepted: 8/21/2021 7:19:46 AM ID: 68bd7ec8-0157-4d10-b09d-49c94b9ab8d9		

Signer Events

Stephen D. Gay
 stephen.gay@cityofdenton.com
 Director, Water Utilities
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

 FEB48BB9728E4A9...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

Timestamp

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 Signed: 8/25/2021 10:16:14 AM

Electronic Record and Signature Disclosure:
 Accepted: 8/25/2021 10:09:32 AM
 ID: 83b22f38-83c1-47b4-a937-a04ec14ca0fd

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication
 (None)

Completed
 Using IP Address: 198.49.140.104

Sent: 8/25/2021 10:16:18 AM
 Viewed: 9/15/2021 8:06:02 AM
 Signed: 9/15/2021 8:06:37 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sara Hensley
 sara.hensley@cityofdenton.com
 Interim City Manager
 City of Denton
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 5236DB296270423...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

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 Signed: 9/15/2021 9:00:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Rosa Rios
 rosa.rios@cityofdenton.com
 City Secretary
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 1C5CA8C5E175493...
 Signature Adoption: Pre-selected Style
 Using IP Address: 198.49.140.10

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 Signed: 9/15/2021 1:38:13 PM

Electronic Record and Signature Disclosure:
 Accepted: 9/15/2021 1:36:36 PM
 ID: 509e3f99-9832-4143-b473-eef368a19185

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Cheyenne Defee
 cheyenne.defee@cityofdenton.com
 Contract Administrator
 City of Denton
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 8/20/2021 1:45:50 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 8/25/2021 10:16:18 AM Viewed: 8/25/2021 10:48:55 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/15/2021 1:38:16 PM Viewed: 9/15/2021 1:59:31 PM
Casey Bowles casey.bowles@cityofdenton.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/13/2021 2:14:39 PM ID: ce34d80f-a06a-4093-9266-0103ed85ecb7	COPIED	Sent: 9/15/2021 1:38:17 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/13/2021 3:17:01 PM
Certified Delivered	Security Checked	9/15/2021 1:36:36 PM
Signing Complete	Security Checked	9/15/2021 1:38:13 PM
Completed	Security Checked	9/15/2021 1:38:17 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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- ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> •Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.