



November 15, 2024

Richard Appelhanz
Topeka Metropolitan Transit Authority
201 North Kansas Avenue
Topeka, KS 66603
rappelhanz@topekametro.org

RE: RFB TO-25-05 Uniform and Linen Service

Dear Richard Appelhanz,

I want to begin by thanking you for including Cintas in the Topeka Metropolitan Transit Authority Request for Bid. Cintas is proud to present this comprehensive RFP response as it specifically relates to your needs of uniform and linen services. This is one of our core business offerings for our company and we are committed to providing you and your staff with the most professional level of service possible. We are excited at the prospect of partnering you and look forward to presenting our capabilities to you in this RFP Process.

We look forward to future discussions regarding our response and the needs of the Topeka Metropolitan Transit Authority . Please let me know if you have further questions or comments regarding our response and pricing proposal. My contact information is below, and I can be contacted at any time.

Best regards,

Virginia Schabbing
Major Account Manager
Cintas Corporation
(707) 217-3025
SchabbingV@cintas.com



Cintas Executive Summary

Introduction to Cintas

Cintas leads the industry in supplying corporate identity uniform programs, providing entrance and logo mats, restroom supplies, promotional products, first aid, safety, fire protection products and services, and industrial carpet and tile cleaning. We operate more than 500 facilities in North America—including six manufacturing plants and eight distribution centers. Cintas provides highly specialized products and services to over 1,000,000 customers that range from independent auto repair shops to large hotel chains and many national airlines.

Cintas is committed to four core values; Environment, Diversity, Corporate Citizenship and Safety. These values and our corporate culture are the foundation of our success and providing our customers with exceptional service and value. For additional information we invite you to visit <https://www.cintas.com/company/>

About Cintas

Cintas started from very humble beginnings in 1929 when "Doc" and Amelia Farmer established a small business to reclaim and clean rags for local factories. Their son, Hershell became president of the company in 1952 after his father's death and, after 23 years of continued success, turned the helm over to his son, Richard "Dick" Farmer. The company entered the uniform rental business in 1965, a move that would dramatically reshape the company and revolutionize the uniform marketplace. For example, Cintas was the industry pioneer in introducing polyester-cotton blend fabric that doubled the life of uniforms and made cleaning more efficient. In 1983, the company made its initial public offering of stock. Todd Schneider serves as Chief Executive Officer while Scott Farmer, the fourth generation of the Farmer family, currently serves as Executive Chairman. Today, Cintas has grown into a company that helps more than 1,000,000 businesses of all kinds and sizes get Ready for the Workday® by providing a wide range of products and services that enhance our customers' image and help keep their facilities and employees clean and safe - every day.

Fortune magazine listed Cintas among America's "Most Admired" companies in 2023 and also gave Cintas a well-deserved spot on their Fortune 500 list for the sixth year in a row. Other awards won in 2023 include Best Employers for Women, Diversity, & Military.

There are many factors that separate Cintas from our competitors.

- Our Culture
- Our Solutions
- Six Sigma Process Improvement
- Financial Strength

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

• **Our Solutions:** The focus and the markets we serve have continued to evolve over the years, from our legacy business of uniform rental to our current product and service offerings that help enhance our customers' image and help keep their facilities and employees clean and safe — every day. Specifically:

• **Clean** -- Every minute our customers spend shopping for cleaning supplies and managing inventory is time away from their business. Our trusted services, smarter products and expert training deliver a cleaner, better image — faster.

• **Safe** -- We help keep our customers' businesses running safe and sound with programs built just for them. We don't just deliver. We stock and inventory customers' first aid & safety products and conduct emergency first aid training — giving them peace of mind and making sure they're always prepared.

• **Image** -- Image is everything. We know that how our customers dress — along with a clean, professional looking facility — makes a positive impact on their customers, business, and staff. Our job as a business partner is to drive value for our customers, both directly and indirectly as their business needs dictate.

Six Sigma

Cintas is committed to the Six Sigma process of continuous improvement. This process allows us to stay lean as a company, allows us to leverage the tools and our talents towards our customer opportunities. These Six Sigma disciplines are portable and deliver best in class, for operating and execution strategies in support of our partnership.

Financial Strength

Cintas' financial position is strong. Cash flows provided by operating activities have historically supplied us with a significant source of liquidity. We generally use these cash flows to fund most, if not all, of our operations and expansion activities and dividends on our common stock. We may also use cash flows provided by operating activities, as well as proceeds from long-term debt and short-term borrowings, to fund growth and expansion opportunities, as well as other cash requirements such as the repurchase of our common stock. We do not anticipate having difficulty in obtaining financing in the future in view of our favorable experiences in the debt markets in the recent past.

Financial Information

If you are considering an investment in Cintas, here are some facts you should know...

- We are the largest company in our industry.
- We are a market leader with an excellent reputation.
- We have an outstanding management team, most of whom have been with the company for many years. We are experienced, knowledgeable, and committed.
- We are ownership-driven. Most of the executives have the majority of their net worth invested in Cintas stock. We are motivated more by the long-term value of Cintas than by salaries, bonuses, and perks.
- We do extensive benchmarking by comparing costs and productivity — line item by line item — for every Cintas operation throughout North America. This stimulates competition within our team and sets the scene for outstanding performance.

To review Cintas' State of Income, SEC Filings, Ownership Reports and Form 10k please visit:

<https://www.cintas.com/investors/financials.aspx>

Customer Service Structure

At Cintas, we pride ourselves on being the best uniform and service solutions provider and every one of our 44,500 partners (employees) is dedicated to Customer Satisfaction. But ultimately, our success is measured by your happiness with our service and attention to your needs. In the first year, we will send out a quarterly survey to benchmark our progress in completely satisfying your needs. We will also schedule annual reviews to meet live and ensure we are providing the most secure and efficient solution for your Agency.

For every one of our customers, we have a team of people making sure you remain a satisfied Cintas customer. Let us take a minute to describe the roles of each of these individuals.

Major Account Manager

This role was created to better serve our customers. The Major Account Manager is responsible for upper-level communication with the customer and opportunity development. The Major Account Manager coordinates program implementation and is the primary field contact for your account. Working with other Cintas professionals, the Major Account Manager will set the direction for the team and ensure the highest quality service and program support.

General Manager

The General Manager of each local Cintas Office is responsible for the goodwill of their location's accounts. They are the local point of contact for any questions, concerns, changes or issues your locations might need assistance with. They assure that service is provided to each location in accordance with your agreement.

Key Account Manager (KAM)

The Rental Location Key Account Manager is responsible for maintaining, retaining, and growing customers through effective relationship-building within an assigned territory. The Rental Location Key Account Manager ensures timely implementations of all customer programs to exceed customer expectations, service and quality standards, and position Cintas as the leader in our industry, ultimately building value and enhancing the customer experience.

Service Managers

The Service Manager is responsible for recruiting, creating, and retaining a high performing team by ensuring the members are focused, motivated, and inspired to achieve team objectives. Develops a winning environment for partner success and an enhanced partner experience. The Rental Service Manager is accountable for the retention and growth of their customers through teamwork and collaboration, through operational and service execution, by exceeding our service and quality standards, and by positioning Cintas as the leader in our industry.

Sales and Service Representatives (SSR)

Service Representatives are the liaison between your individual locations and Cintas' local office. Our Service Representatives are the service experts on your individual locations. They are able to answer questions or service concerns. These partners can help address any immediate concerns.

Local Customer Service Team

Cintas provides World Class Customer Service at each of our locations. Our normal hours of operation are 7:00 AM-5:00 PM Monday- Friday. In addition, we offer a 24-hour customer service hotline via email or 1-800 Cintas-1. Emails and voicemails are dispatched to local service centers and responded to within 24 hours.

Handling Customer Service Requests

Cintas is committed to providing exceptional service in every step of our process and with each Cintas partner that you interact with. In an effort to provide ongoing service, we have developed a *Customer Request System (CRF)* that is in place at each of our facilities. The purpose of CRF is to document and ensure that each customer request is handled properly. The CRF system consists of four parts.

1. Customer call
 - a. All customer calls are welcomed and documented in our system
2. Plan of action to properly address the customer's concern
 - a. On the first call, an immediate plan of action is agreed upon between the customer and a full-time Cintas Customer Service Representative.
3. Response and resolution
 - a. You can be assured of a quick and timely response from our team.
4. Follow up
 - a. Cintas is committed to providing world class service to all your employees.

Implementation & Transition

Cintas will develop a roll out plan that meets the needs of each facility affiliated with this RFB. Cintas is committed to implementing a program that is seamless and free of any errors. We are committed to providing the highest level of service to your agency.

Below is an overview that will describe the program that we employ to ensure a smooth transition with the highest of service levels.

- Site Assessments

Cintas will conduct an assessment of each of your facilities (as needed) to determine the exact inventory levels needed to maintain sufficient inventory needs.

- Confirming Requirements
We use a detailed checklist to make sure we understand all of your requirements for the initial implementation and discuss issues that may come up in the future. Cintas ensures that your locations will only receive services that have been authorized.
- Program Documentation
The program will be communicated to the customer locations via a "Customer Fact Sheet." The details of the program are set up in our central computer. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
- Program Rollout
The program rollout is managed by our local operations team and Service Manager assigned to your program. This individual will coordinate the communication to all of your locations as detailed in the Customer Fact Sheet.
- Follow-Up
After the program is installed at each of your locations, a series of follow-up steps takes place. Each location is contacted to ensure that they are satisfied with the installation and a variety of internal audits take place to confirm your requirements have been met. Quarterly meetings are set with the Major Account Manager to ensure your expectations are completely met on the program.

Supplier Diversity & Sustainability

Cintas is committed to having a representative supply base that is as wide and diverse as the markets in which we serve. Our dynamic Supplier Diversity program actively engages with, and recruits Minority and Women owned business enterprises (M/WBE) with which to do business. Cintas holds itself accountable to create opportunities for M/WBE's to add value for our clients.

Listed below is a brief description of Cintas Supplier Diversity Program:

- Our Supplier Diversity Program reports to Cintas' Diversity Committee, which is chaired by our CEO.
- We have a corporate-wide initiative to educate our partners on the importance of having a diverse supply chain.
- Look to increase the number of small, minority and woman owned businesses that provide us with products and services, while maintaining our high standards of quality, competitive pricing, and customer service.
- Ensure that every small, minority and woman owned business is treated fairly during the supplier qualification process.
- Encourage and guide M/WBEs to become certified through the appropriate national organizations.
- Help M/WBEs to understand Cintas' requirements and vendor related policies and procedures.
- Dedicated partners that not only administrate our Supplier Diversity initiatives, but we also ones that highlight those initiatives and our M/WBE vendors in the sales process.

Relevant Data

- Cintas is a member of the National Minority Supplier Development Council, the Women's Business Enterprise National Council and the Veteran-Owned Business Association.
- Since fiscal year 2007, we have spent more than \$3.442 billion with certified diverse suppliers.
- In fiscal year 2023, we spent \$324.2 million with diverse suppliers — totaling 14% of external domestic spend.
- We spent \$ 136.3 million with women business enterprises in FY '22.
- We spent \$ 179 million with minority business enterprises in FY '22.
- We spent \$ 2.7 million with veteran business enterprises in FY '22.
- We continually invest in development courses — offering training to more than 1,900 minority- and women-owned businesses across the country since 2009.

Relevant Awards

- 2024 Forbes' list of Best Employers for New Grads
- Recognized as Newsweek's America's Greatest Workplaces for Women 2024
- 2024 Newsweek's America's Best Workplaces for Job Starters
- Recognized as Newsweek's America's Greatest Workplaces for Diversity 2023
- Newsweek's 2022 list of "America's Most Responsible Companies"
- "America's Most Trustworthy Companies" by Newsweek Magazine 2023

- “America’s Most Admired Companies” by Fortune Magazine 2023
- Forbes’ America’s Best Large Employers 2023
- Forbes "Best Employers for Women" 2023
- Forbes Global 2000
- Forbes Best Employers for Diversity
- USA Today America’s Climate Leaders 2023
- Diversity Plus magazine named Cintas in its Top 30 Champions of Diversity
- 2023 Military Friendly Company, including honors as a Bronze Designated Military Friendly Employer, Military Spouse Friendly Employer, Military Friendly Brand and Military Friendly Supplier Diversity
- Recognized as Military Friendly® Supplier Diversity by the National Veteran-Owned Business Association for 2022
- Recognized by GI Jobs Magazine as – Top 25 Military Friendly Companies

Sustainability

Cintas is committed to improving the lives of our customers, partners and communities by integrating environmentally sustainable practices, principles and solutions across our business lines. We are focused on what call the 5 R’s:

- **Reclaim** from used products/materials from their manufacturing and use them in the manufacturing of new products. Different from Reuse, where products are not destroyed and remanufactured but cleaned and repaired.
- **Reduce** the amount of energy and materials used
- How can we **restore** damaged natural, social, and economic systems in our area?
- Use an item more than once. This includes conventional **reuse** where the item is used again for the same function and new-life reuse where it is used for a new function.
- **Re-think** processes that produce waste

Cintas was the first uniform provider to offer washable suiting created from plastic bottles. The bottles are recycled into polyester thread which is turned into fabric. Each suit uses approximately 25 plastic bottles. In 2017 this effort alone saved over 19.5 million bottles from entering our landfills. Cintas is working to adapt this same fabric technology into other products we provide. As we continue to focus on innovation and sustainability, Cintas is currently exploring manufacturing floor mats using similar technology.

Our uniform rental and facility services operations are equally focused on sustainability. Our locations...

- Use less water and recycle water, unlike home washing systems
- Earth-friendly wash formulas save up to 15,000 gallons of water every day.
- We return to municipalities 90% of withdrawn water.
- Our facilities use soap and water and do not involve commercial dry-cleaning materials
- Many of the Cintas chemicals used with our [Sanis UltraClean Systems](#) for our restroom, as well as cleaning chemicals offered through the [SIGNET™ Cleaning Chemical Service](#) are [Green Seal](#) Certified
- **DfE Chemicals**-Cleaning agents that are "Designed for the Environment" (DfE) were designed by the EPA. Cintas uses DfE chemicals in their Drain Line Maintainer Service.
- **Package-Free Products** -Our cleaning chemical dispensing platform delivers concentrated products to customers in a package-free way, which reduces the amount of packaging consumed and disposed of versus buying product at retail.
- **Cintas SafeWasher** -The Cintas [SafeWasher](#) uses environmentally friendly chemicals that are non-toxic and non-hazardous, and never go down the drain. Cintas does not use solvents.

Since Cintas runs several hundred routes delivering products and services to our customers each day. We realize that fuel consumption has a significant impact on our environment and part of our sustainability program is to utilize ways to minimize this impact. Cintas has incorporated the following initiatives:

- FY’23, decreased Emissions Intensity by 35% since FY’19.
- More than 75% of Cintas' 5-day routes have been geo-coded and condensed into 4-day routes.

- Cintas has purchased 130 new Hybrid Electric Vans to begin deploying across Michigan, New York, and California - establishing our commitment to a greener fleet and being socially responsible.
- Cintas has purchased more than 45 electronic vehicles for its alternate fuel program.
- In First Aid & Safety, we are currently piloting electric vans in the States of Ohio and Washington.
- Cintas has been steadily phasing out diesel-burning vehicles from our fleet, to have less than a quarter remaining by the end of FY'23.
- Cintas performs emissions tests on our vehicles as required and makes any necessary upgrades to keep vehicles compliant.
- Reducing trucks' idle time is an important behavioral change that supports our path to Net Zero. We have reduced idle time to 30% in FY'23, compared to 10% in 2019.
- Cintas has installed idle shutoff software on delivery trucks to reduce fuel consumption.
- In FY'23 the Rental Division reduced idling time by 33% over the previous fiscal year.
- In FY'23 the Fire protection Fleet reduced idling time by 12.4% of the prior year.
- Although our data for First Aid & Safety is limited due to the technology being fully installed later in the fiscal year, we are confident in observing a reduction in idling time in the First Aid & Safety fleet.

October 14, 2024

Request for Bids TO-25-05

Uniform and Linen Service

Topeka Metropolitan Transit Authority (Metro) is requesting bids from qualified firms to provide uniforms, linen service, and other rental products for the following locations: 201 N Kansas Ave, 200 NW Crane, and 820 SE Quincy Ave in Topeka, Kansas.

The successful bidder will lease and have available for purchase bus operator and maintenance uniforms. The bidder will also pick up, launder and deliver maintenance uniforms and other products on a weekly basis to the locations listed above. The vendor agrees to keep all maintenance uniforms and other products in good condition and to repair/replace those items that are unfit for future use, including but not limited to stained, faded, tattered or torn items. All uniforms must be professional in appearance at all times. Garment insurance on all leased uniform items is preferred. Please quote a total per-week rate for all uniform items on the Price Quote form. Follow all contract requirements on pages 5-8.

Specifications

Embroidery is preferred for logo, flag and employee name; patches are acceptable. Contractor will measure all employees for uniforms upon contract award and will provide Metro with free try-on samples of all products in all available sizes for future employees. All items will be available in all sizes, including long/tall and up to 6XL. Currently, the largest sizes in use are 6XL shirts and jackets, and 60" waist for pants and shorts. All articles of clothing must be of the same appearance, make and style for all like employees. If Metro must return items because of stains, fades, tears, wrong measurements, inconsistent fabric coloring, buttons coming off or lost buttons, or any other reason not the fault of Metro, items will be returned to the contractor, replaced, repaired, and returned to Metro at no charge.

Operator Uniforms

Shirts, coats and jackets for operators will include Metro logo on the left chest and US flag on the left sleeve – the logo will be placed above the shirt pocket. Jackets, coats and hats will be purchased. Wind jackets will be available in both pullover and zip style. Team coats will be all-weather and offered in either straight or gathered waistband (employee choice). Shirts will be available in both long and short sleeve (employee choice), will be wrinkle resistant, made from breathable and flexible fabric, comfort fit, and will have a pocket on the left chest and a button-down collar. Pants will be wrinkle resistant with belt loops, fade-resistant, of higher quality and durability, zipper fly with a button, elastic waist, and pockets on sides and rear. Shorts will be hemmed within one inch of the knee, be wrinkle resistant with belt loops, zipper fly with a button, and pockets on sides and rear. No cargo pockets on shorts or pants. All shorts, pants and shirts will be fitted for male/female. Clip-on ties will be available in different lengths. Ball Caps will be a flex-fit style in varying sizes. The number of full-time operators fluctuates between 35-50. We currently have 38 full-time operators and 1 part-time operator.

<u>Operator Uniforms</u>	<u>Quantity Per Employee</u>	<u>Color</u>	<u>Embroidery / Patches</u>	<u>Lease, Purchase/Optional</u>
Pants	4	Navy blue	None	Lease
Shirt	6	Blue	US flag, Metro logo	Lease
T-Shirt	Varies	Blue	None	Purchase Optional
Team Coat	1	Navy blue	US flag, Metro logo	Purchase/Optional
Clip-on Tie	2	Navy blue	None	Purchase/Optional
Ball Cap	1	Navy blue	Metro logo	Purchase/Optional
Stocking / Skull Cap	1	Navy blue	Metro logo	Purchase/Optional
Shorts	3	Navy blue	None	Purchase/Optional
Wind Jacket	1	Red	Metro logo	Purchase/Optional

Part-time employees will require only 2 pairs of pants, 3 shirts and 3 pairs of shorts; Metro will notify the contractor if the employee is full-time or part-time.

Maintenance Uniforms

Shirts will be wrinkle resistant, fitted for male/female, and will include pockets on both sides with the employee's name above the right pocket and the Metro logo above the left pocket. Pants will be wrinkle resistant with belt loops, zipper fly with button clasp, and pockets on side and rear. Team coats will have the Metro logo on the left side. Uniform colors will be determined after the contract award. The number of full-time maintenance employees is approximately 15.

<u>Maintenance Uniforms</u>	<u>Quantity Per Employee</u>	<u>Color</u>	<u>Embroidery / Patches</u>	<u>Rent, Purchase/Optional</u>
Pants	11	TBD	None	Rent / Launder
Shirt	11	TBD	Metro logo, Emp Name	Rent / Launder
Shorts	5	TBD	None	Purchase/Optional
Team Coat	1	TBD	Metro logo	Purchase/Optional

Other Items – all rented, cleaned and delivered weekly. Quantities to be determined upon contract award.

- Wet Mop
- Dust Mop 24"
- Dust Mop 36"
- Nylon rubber mat 3'x5'
- Nylon rubber mat 3'x10'
- Nylon rubber mat 4'x6'
- Water-Resistant mat 4'x6'
- Cleaning Towel 15"x15"
- Glass Cleaning Towel 15"x21"
- Microfiber Towel 15"x15"
- Shop Towel 12"x14"
- Laundry Bag
- Bag Stand

*Towel measurements are approximate.

Other Items – Purchase. Quantities to be determined upon contract award.

Dust Mop Handle
Wet Mop Handle
Dust Mop Frame 24”
Dust Mop Frame 36”

Contract Term

Metro’s current contract expires on December 9, 2024. This will be a five-year contract with an approximate term of December 10, 2024, through December 9, 2029. There will be no options or extensions. During the final six months of this contract, Metro will issue another RFB for these services.

General Instructions

Bids must be submitted in the following format:

- 1) Cover sheet signed by the individual authorized to commit the firm to perform the contract requirements, including your firm’s name, address, phone, fax, and email;
- 2) Provide a description of your ordering procedure, understanding of, and ability to fulfill the specifications and services requested in this RFB;
- 3) Provide a description of your firm’s experience and qualifications. Supply at least three references with current contact information, for which you have provided the same or similar services as specified in this RFB;
- 4) The completed Cover Letter, Price Quote and fully executed certifications on pages 9-16.

In order to be considered for the contract award, your bid must be received in the Metro office by **1:00pm on Thursday, November 21, 2024.** Bids received after the deadline will not be considered. Metro plans to award the contract within six weeks.

Following are the evaluation criteria, listed by degree of importance. A criterion may have multiple elements with varying degrees of importance.

Customer Satisfaction/Service
Quality of Material
Price

The cover sheet, price quote form and the certifications on pages 9-16 are part of your bid and must be completed by all bidders. Bids that do not include the completed price quote and fully executed certifications may not be considered. The successful bidder will be required to follow the contract clauses on pages 5-8.

No advantage shall be taken by the contractor or any subcontractor in fulfilling the terms of this project due to omission of specifications by Metro.

Topeka Metro’s current DBE goal is 1.68%. There is no DBE goal for this contract. If your firm is a DBE, or if you will be sub-contracting with a DBE, please attach a copy of the current DBE certificate. Metro reserves the right to award contracts to multiple vendors.

Upon contract award, all proposals will be public record and posted to Metro's website. Metro recommends that proposers exclude any trade secret, proprietary or confidential information from their proposals.

Topeka Metro is a direct deposit payor. The successful bidder will be required to fill out a W-9 Form and the Topeka Metro Electronic Payment/ACH Authorization Form.

Metro definitions: 1) Leased – lease cost will be charged weekly; Metro employees will launder their own uniforms; 2) Rent – rental cost will be charged weekly, contractor will pick up soiled uniforms and other items, clean/laundry/press them, and bring them back on a weekly basis.

To schedule a site-visit please contact:

Alan Parrish, Director of Maintenance
maintenance@topekametro.org
785-730-8690

If you have any questions concerning this RFB, or if you need clarification or additional information, please contact Richard Appelhanz. Electronic submission of bids is preferred. If submitting bids on paper, please provide an original and three full copies. Bids are to be sent to:

Topeka Metropolitan Transit Authority
Attn: Richard Appelhanz
201 North Kansas Avenue
Topeka, KS 66603
rappelhanz@topekametro.org

Questions must be received by Metro by October 31, 2024

The preceding specifications and the following clauses and certifications will be part of the contract.

1.0 ACCESS TO RECORDS

The Contractor agrees to provide Metro, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 CFR 633.15 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 USC 5302 and 49 CFR 633.5, which is receiving federal financial assistance through the programs described at 49 USC 5307, 5309 or 5311. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until Metro, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 2 CFR 200.333 and 2 CFR 200.336. FTA does not require the inclusion of these requirements in subcontracts.

2.0 ASSIGNMENT AND DELEGATION

Contractor shall neither delegate any duties or obligations under this contract, nor assign, transfer, convey, sublet, subcontract or otherwise dispose of the contract or its right, duty, title or interest in or to the same, or any part thereof, without previous written consent of Metro.

3.0 CIVIL RIGHTS

- 3.1 Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 USC 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12132, and Federal transit law at 49 USC 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 3.2 Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:
 - 3.2.1 Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 USC 2000e, and Federal transit law at 49 USC 5332, the contractor agrees to comply with all applicable equal employment opportunity requirements of US Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the project. The contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.2 Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC 623 and Federal transit law at 49 USC 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - 3.2.3 Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC 12112, the Contractor agrees that it will comply with the requirements of the US Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the contractor agrees to comply with any implementing requirements FTA may issue.
- 3.3 The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.
- 3.4 If the contract involves federal funds, the provisions of this subsection do not apply. If the contract does not involve federal funds, and if contractor's contracts with Topeka Metro for the current fiscal year cumulatively total more than \$5,000 and the contractor has four or more employees during the term of this contract, the contractor also agrees to observe the provisions of the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin or ancestry. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by Topeka Metro. If the contractor fails to comply with the reporting or other requirements of the Kansas Human Rights Commission under K.S.A. 44-1031 or K.S.A. 44-1116, and amendments thereto, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Topeka Metro. If contractor is found guilty of a violation of the Kansas Act Against Discrimination or the Kansas Age Discrimination in Employment Act under a decision or order of the Kansas Human Rights Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole

or in part, by Topeka Metro. Contractor agrees to include the binding provisions of this subsection in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

4.0 COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

Contractor shall at all times be solely responsible for complying with all applicable local, state and federal laws, ordinances and regulations in connection with the performance of this contract.

5.0 CONFIDENTIALITY

Between the date and time that proposals are due, until award of the contract by Metro, no information will be released which may have an adverse impact upon the negotiations or selection process. No information will be shared about the distinguishing characteristics or deficient characteristics of any proposal. All documents received by Metro are subject to the Kansas Open Records Act, KSA 45-215, et seq., and the Freedom of Information Act, 5 USC 552.

6.0 CONFLICT OF INTEREST

No director or employee of Topeka Metropolitan Transit Authority, during his/her tenure or within one year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof.

7.0 CONTRACT CHANGES

Any proposed change to this contract shall be submitted to Metro in writing for approval. No change in this contract shall be made unless Metro gives prior written approval. Contractor shall be liable for all costs, damages and/or liabilities, and for proper corrections, resulting from any specification change not properly approved in writing by Metro. Changes that have not been approved by Metro shall place Contractor in default of the contract.

8.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 8.1 This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 0.37%, and the race conscious goal is 1.25%. There is no contract goal for this procurement.
- 8.2 The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).
- 8.3 The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.
- 8.4 The contractor may not hold retainage from its subcontractors.
- 8.5 The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

9.0 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

10.0 EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Metro will comply with the requirements of 49 USC 5323(h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

11.0 FEDERAL CHANGES

The contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Metro and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

12.0 INCORPORATION OF FTA TERMS

These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the

event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.

13.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the errors, omissions or negligent acts of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

14.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable. Contractor will submit certificates or other proof of insurance to Metro, naming Metro as an additional insured, upon notification of contract award.

15.0 INTEREST OF CONGRESS

No member of or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit arising therefrom.

16.0 LEGAL MATTER NOTIFICATION

Contractor agrees to notify Metro if a current or prospective legal matter emerges while this contract is in effect that may affect the Federal Government. Contractor also agrees to include this requirement in all subcontracts issued pursuant to this contract.

17.0 LOBBYING

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR 20.110, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 USC 1352. Such disclosures are forwarded from tier to tier, up to Metro.

18.0 NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

Metro and the contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Metro, the contractor, or any other party (whether or not a party to this contract) pertaining to any matter resulting from this contract. The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that this clause shall not be modified, except to identify the subcontractor who will be subject to its provision.

19.0 PATENT INFRINGEMENT

Contractor agrees that it will, at its own expense, defend all suits and all proceedings instituted against Metro, if such suits and proceedings are based on any claim that the materials or equipment provided by Contractor, or any part thereof, or any tool, article or process used in the manufacture thereof, constitutes an infringement of any patent. Metro will give Contractor prompt notice in writing of any suit or proceeding, and will give Contractor all needed information, assistance and authority to enable Contractor, through its legal counsel, to defend the same.

20.0 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

- 20.1 The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801, et seq. and US DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this project. Upon execution of this contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.
- 20.2 The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in

- part with Federal assistance originally awarded by FTA under the authority of 49 USC 5307, the Government reserves the right to impose the penalties of 18 USC 1001 and 49 USC 5307 on the contractor, to the extent the Federal Government deems appropriate.
- 20.3 The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

21.0 RECYCLED PRODUCTS

The contractor agrees to comply with all of the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

22.0 SUSPENSION AND DEBARMENT

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates: 1) is included on the federal government's suspended and debarred list; 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified; 3) within three years preceding this proposal, has not been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and 5) has had any public transaction terminated for cause or default within three years preceding this proposal. The contractor is required to include this requirement in any subcontracts related to this contract. By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

23.0 TERMINATION

Termination for Convenience – Metro may terminate this contract, in whole or in part, at any time by written notice to the contractor when it is in the Metro's best interest. The contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to Metro to be paid to the contractor. If the contractor has any property in its possession belonging to Metro, the contractor will account for the same, and dispose of it in the manner Metro directs.

Termination for Default – If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract, or if the contractor fails to comply with any other provisions of the contract, Metro may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by Metro that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the contractor, Metro, after setting up a new delivery of performance schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure – Metro in its sole discretion may, in the case of a termination for breach or default, allow the contractor ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ten (10) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

Waiver of Remedies for Any Breach – In the event that Metro elects to waive its remedies for any breach by contractor of any covenant, term or condition of this contract, such waiver by Metro shall not limit Metro's remedies for any succeeding breach of that or of any other term, covenant, or condition of this contract.

Termination for Default (supplies and service contracts only) – If the contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the contractor fails to comply with any other provisions of this contract, Metro may terminate this contract for default. Metro shall terminate by delivering to the contractor a Notice of Termination specifying the nature of the default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Metro.

COVER SHEET

Proposer Information

Company Name Cintas Corporation No. 2

Address 2050 Kansas City Road

City, State, Zip Olathe, KS 66051

Main Phone (913) 782-8333

Contact Person Information

Name Virginia Schabbing

Job Title Major Account Manager

Phone (707) 217-3025

Alt. Phone N/A

Email SchabbingV@cintas.com

Signature 

Date: 11.15.2024

PRICE QUOTE

Page 1

Year 1

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

PURCHASED ITEMS

Merchandise Description	Per Unit Cost
T-Shirt - Operator	\$18.00
Team Coat – Operator	\$54.90
Clip-On Tie – Operator	N/A
Ball Cap – Operator	\$15.99
Stocking/Skull Cap – Operator	\$4.99
Shorts – Operator	\$31.90
Wind Jacket - Operator	\$27.99
Shorts - Maintenance	\$31.90
Team Coat - Maintenance	\$54.90
Dust Mop Handle	0.000
Wet Mop Handle	0.000
Dust Mop Frame 24”	0.000
Dust Mop Frame 36”	0.000

RENTED ITEMS

Merchandise Description	Per-Unit Cost	Delivery/Invoice Frequency	Actual Dimensions	Replacement Charge
Pants – Maintenance	0.21	Weekly	n/a	\$28.79
Shirts - Maintenance	0.20	Weekly	n/a	\$24.29
Wet Mop	1.25	Weekly	n/a	\$10.80
Dust Mop 24”	0.850	Weekly		\$9.00
Dust Mop 36”	1.150	Weekly		\$11.00
Nylon Rubber Mat 3’x5’	2.500	Weekly		\$58.50
Nylon Rubber Mat 3’x10’	4.500	Weekly		\$76.50
Nylon Rubber Mat 4’x6’	3.500	Weekly		\$102.90
Water Resistant Mat 4’x6’	3.99	Weekly		\$85.50
Cleaning Towel 15”x15”	0.13	Weekly	Wkly auto lost charge billed at Replacement	\$1.98
Glass-Cleaning Towel 15”x21”	0.15	Weekly	cost for 2% of inventory.	\$2.25
Microfiber Towel 15”x15”	0.170	Weekly	(ex: 100 cleaning towel = 2 towels billed at \$1.98)	\$3.30
Shop Towel 12”x14”	0.080	Weekly		
Laundry Bag	0.000	Weekly	n/a	
Bag Stand	0.000	Weekly	n/a	

PRICE QUOTE

Page 2




Year 1

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

LEASED ITEMS

Uniform Item Description	Weekly Lease Cost	Replacement Charge
Pants – Operator	\$0.21	\$28.79
Shirts - Operator	\$0.27	\$28.79

ADDITIONAL PRICING/FEES

Description	Charge	Embroidery or Patch	Notes
Company Logo	2.95	E 	
Employee Name	1.95	E 	
US Flag	3.95	E 	
Garment Insurance	\$0.06		Covers size changes, repairs, and sleeve switch out
Other (please list)			
Emblem Insurance	\$0.05		Covers cost of all emblems
Prep Insurance	\$0.04		Covers cost of make up charge
Size Premium	\$0.10		Applies to shirts 2XL+ or Tall fit, and pants with waist 44"+ or 34"+ inseam
Make Up	\$1.50		One time bill for new garments added
Size Change	\$5.00		Per garment
Sleeve Switch Out	\$5.00		Per garment
Service Charge	\$0.00		

PRICE QUOTE

Page 3

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

Maximum Percentage Increase:

Year 2 2%

Year 3 2%

Year 4 2%

Year 5 2%

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-5.

List all applicable charges on pages 1 and 2 of the price quote. Any charge other than those listed on the price quote will not be paid.

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2025-2027 goal for DBE participation is 1.68%; the race neutral goal is 0.78%, and the race conscious goal is 0.90%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro

Signature: Virginia Schabbing

Name and Title: Virginia Schabbing - Major Account Manager

Company Name: Cintas Corporation No. 2

Date: 11.15.2024

LOBBYING CERTIFICATION

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: 

Name and Title: Virginia Schabbing - Major Account Manager

Company Name: Cintas Corporation No. 2

Date: 11.15.2024

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: 

Name and Title: Virginia Schabbing - Major Account Manager

Company Name: Cintas Corporation No. 2

Date: 11.15.2024

SUSPENSION / DEBARMENT CERTIFICATION

In regard to 2 CFR Parts 180 and 1200

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: 

Name and Title: Virginia Schabbing - Major Account Manager

Company Name: Cintas Corporation No. 2

Date: 11.15.2024



Deviations and Exceptions

Request for Bids TO-25-05

Uniform and Linen Service

12.0 INCORPORATION OF FTA TERMS

~~These contract provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the included contract provisions. All contractual provisions required by USDOT, as set forth in the current version of FTA Circular C 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Metro requests which would cause Metro to be in violation of the FTA terms and conditions.~~

13.0 INDEMNIFICATION

Contractor shall be responsible for and indemnify, defend and hold harmless Metro, its directors and employees from all demands, claims, suits and settlements for loss of or damages to property, or personal injuries, including death to persons, and from all judgments recovered, and from all expenses incurred in defending or settling said claims or suits, or enforcing this provision, including court costs and attorney fees and other expenses arising out of the ~~errors, omissions or negligent acts~~ negligent acts or willful misconduct of the Contractor, its employees, or agents in connection with the goods and/or services provided under this contract.

14.0 INSURANCE

Contractor shall maintain for the duration of the contract such insurance as will protect it and Metro from all claims, including Workers' Compensation, ~~and will hold Metro harmless from, and indemnify Metro for, all claims and damages which may arise out of or result from the Contractor's operations under this contract, whether such operations are by Contractor, by a subcontractor, by anyone directly or indirectly employed by them, or by anyone for whose acts any of them may be liable.~~ Contractor will submit certificates or other proof of insurance to Metro, ~~naming Metro as an additional insured,~~ upon notification of contract award.

23.0 TERMINATION

Opportunity to Cure – ~~Metro in its sole discretion may Metro shall,~~ in the case of a termination for breach or default, allow the contractor ~~ten (10) days~~ thirty (30) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If contractor fails to remedy to Metro's satisfaction the breach or default of any of the terms, covenants, or conditions of this contract within ~~ten (10) days~~ thirty (30) days after receipt by contractor of written notice from Metro setting forth the nature of said breach or default, Metro shall have the right to terminate the contract without any further obligation to the contractor. Any such termination for default shall not in any way operate to preclude Metro from also pursuing all available remedies against contractor and its sureties for said breach or default.

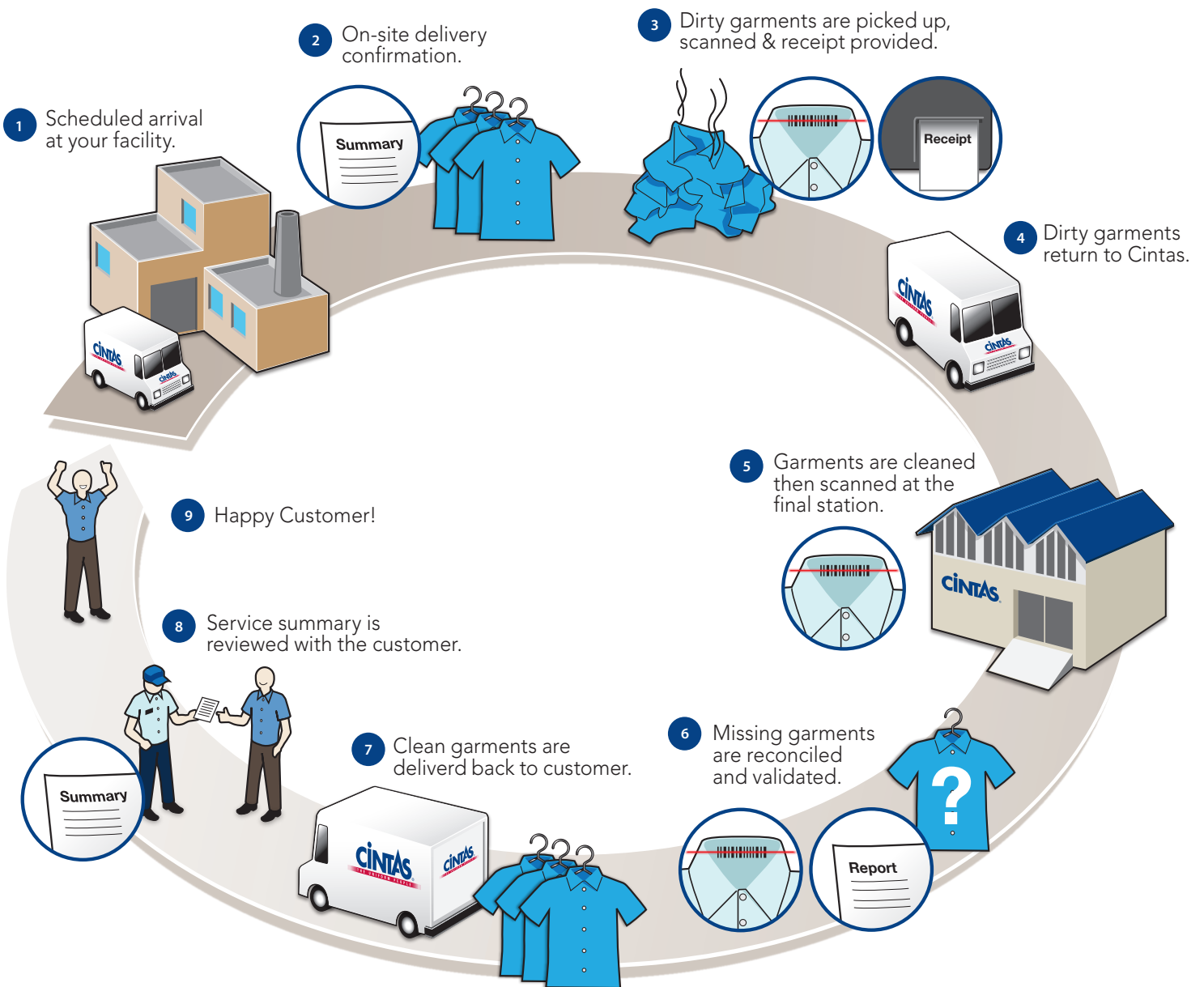
24.0 FRC.

Notwithstanding anything to the contrary in the foregoing, Metro agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). METRO ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH METRO'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Metro agrees to notify all employees and other agents of Metro who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Metro acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Metro. Further, Metro releases Contractor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Metro hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from Metro's or its employees' use of the FRC.

TruCount™

The Inventory Control System you can count on.

Cintas TruCount™ system allows you to have complete confidence in your uniform program. With remote scanning abilities and on-site reporting functions, you get answers on the spot. Cintas Service Professionals provide reports every week to ensure 100% accountability for every garment. Whether a garment was repaired or still at your facility, you and Cintas will know immediately. Cintas TruCount™ takes the guessing out of your uniform program. You are in complete control.



References

- 1. City of Spring Hill**
Contact: Sean Hoffman (913-216-2331)
- 2. City of Mission**
Contact: Robert Meyers (913-676-8362)
- 3. City of Bonner Springs**
Contact: Amber Vogan ((913) 667-1719)