

Contract Number: Purchase Order
Vendor Number: 491779

**LEE COUNTY PORT AUTHORITY
SUPPLEMENTAL TERMS & CONDITIONS**

CONTRACT# 001299 - WORKPLACE SOLUTIONS

Lee County Port Authority (Authority) desires to obtain Workplace Solutions from Cintas Corporation No. 2 (Provider) as set forth in **Attachment A** for the Southwest Florida International Airport and/or Page Field Airport in Fort Myers, Florida in accordance with the agreement between Provider and Board of Regents of the University of Nebraska/OMNIA Partners (Source Contractor) which was made pursuant to competitive solicitation RFP# 3702-22-4618, ("Source Agreement"). In accordance with the source agreement, a supplemental agreement is allowed in order to incorporate Authority terms to ensure compliance with Authority requirements, Florida law, airport security requirements and federal grantor requirements. The following supplemental terms and conditions will apply.

1.0 ORDER OF PRECEDENCE - If there are any conflicts between this Supplemental Agreement and the terms of the Source Agreement, this Supplemental Agreement will control.

2.0 TERM - Purchases may be made from the date of approval by the Board of Port Commissioners and will continue for the duration of the Source Agreement and renewals or extensions exercised by the Source Agreement.

3.0 COMPENSATION - Authority will pay for all authorized items or services in accordance with the terms of the Source Agreement based on the pricing in **Attachment B – Workplace Solutions Cooperative Acceptance Agreement(s) & Attachment C – Fire Protection Cooperative Acceptance Agreement(s)**. The Authority will issue payment to Provider within forty-five (45) calendar days of an invoice that is in acceptable form and containing itemized and detailed description of charges.

4.0 NOTICES - Notices will be in writing to the following addresses of record:

If to the Authority:
LEE COUNTY PORT AUTHORITY
11000 Terminal Access Road, Suite 8671
Fort Myers, FL 33913
Attention: Airport Executive Director

If to the Provider:
CINTAS CORPORATION NO. 2
12650 Westlinks Dr. Suite 2
Fort Myers, Florida 33913
Attention: Brittany VanTuyle

5.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS - Provider must comply with section 119.0701, Florida Statutes, with regard to public records, and must:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services;
- 2) Upon request from the Authority, provide Authority a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) Meet all requirements for retaining public records and transfer, at no cost to the Authority, all public records in possession of Provider upon termination of this Agreement and destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Authority in a format that is compatible with the information technology system of the Authority.

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO ITS DUTY TO PROVIDE PUBLIC RECORDS, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS RD., STE 8671, FT. MYERS, FLORIDA 33913, publicrecords@flylcpa.com; <https://www.flylcpa.com/publicrecordsrequests/>

Provider acknowledges that some information concerning its services may be exempt from disclosure under the Florida Public Records Law as follows:

- 1) Airport Security Plans, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include, but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.
- 2) Building Plans - Section 119.071(3)(b)1, Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority from the disclosure requirements of the law.
- 3) Airport Security and Fire Safety Systems - Section 281.301, Florida Statutes, exempts information relating to the security or fire safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety systems.

Provider agrees not to make available to any third party without Authority's written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction, any confidential or exempt information concerning services to be rendered. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

6.0 PUBLIC ENTITY CRIMES - Per section 287.133(3)(a), Florida Statutes, the Authority notifies Provider of the provisions of section 287.133(2) (a), which prohibits a person or affiliate who is on the convicted vendor list from contracting to provide products or services to a public entity and from performing work.

7.0 SCRUTINIZED COMPANIES - Provider confirms it has not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under section 215.473, Florida Statutes; is not engaged in business operations in Cuba or Syria; and is not on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. Further, Provider is not engaged in business operations in Cuba or Syria and is not engaged in a boycott of Israel.

8.0 CIVIL RIGHTS PROVISIONS - In all its activities within the scope of its airport program, Provider agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Non-Discrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Provider and subcontractors through the term of the Agreement.

9.0 TITLE VI LIST OF PERTINENT NON-DISCRIMINATION ACTS AND AUTHORITIES - Provider, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

10.0 NONDISCRIMINATION REQUIREMENTS/TITLE VI CLAUSES FOR COMPLIANCE- Provider, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations:** Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent Non-Discrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this supplemental agreement.
- b. **Nondiscrimination:** Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of its obligations hereunder and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. **Information and Reports:** Provider will supply all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of a Provider's non-compliance with the non-discrimination provisions of this contract, Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding payments to the Provider under the contract until the Provider complies; and/or
 - ii. Canceling, terminating, or suspending a contract, in whole or in part.
- f. **Incorporation of Provisions:** Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

11.0 E-VERIFY - Provider certifies it will utilize the U.S. Department of Homeland Security's E-Verify system for Employment Verification to confirm the employment eligibility of persons employed and subcontracted by Provider.

12.0 GOVERNING LAW AND VENUE - These Supplemental Terms and Conditions will be interpreted, construed and governed by the laws of the state of Florida. Venue for any suit or action will be in Lee County

Circuit Court in Lee County, Florida. The right to remove a suit or action to federal court is waived. Each party will bear their own attorney fees.

13.0 INSURANCE - Provider's certificate of insurance (COI) is attached as **Attachment D**. Provider agrees to provide Authority's Risk Manager with a COI indicating all policies are endorsed to provide advance written notice of cancellation, intent not to renew, material change, or reduction in policy coverages except in the Aggregate Limits provision of any policy. In the event of a reduction in the Aggregate Limit, Provider will immediately have the Aggregate Limit reinstated to the full extent permitted. If canceled, Provider will obtain replacement coverage immediately. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida.

All insurance must be placed with insurers with an A.M. Best Rating of not less than A-VII. Acceptance by the Authority of any COI with the coverages and limits required does not constitute approval that the insurance policies shown in the COI comply with Authority requirements. All coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and will include a waiver of subrogation in favor of the Authority but only with respect to Provider's indemnity obligations.

14.0 INDEMNIFICATION - Provider agrees to be liable for and will indemnify and hold harmless Lee County and Authority and their respective commissioners, officers, employees, and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses, and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, but only to the extent caused by Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement.

15.0 TERMINATION - This Agreement may be terminated by the Authority at its convenience by giving thirty (30) calendar days written notice to Provider.

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This Supplemental Agreement is presented by Lee County Port Authority, a political subdivision and special district of the state of Florida at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913, and accepted by Cintas Corporation No. 2, a State of Nevada corporation, authorized to do business in the state of Florida, at 12650 Westlinks Dr. Suite 2, Fort Myers, Florida 33913 Federal Identification Number 31-1703809. Acceptance of this Supplemental Agreement is indicated by the signature of Provider's authorized representative which affirms Provider is an organization in good standing in its state and authorized to do business in the state of Florida.

CINTAS CORPORATION NO. 2

Signed by:
By: Brittany VanTuyle
Brittany VanTuyle
Public Sector Account Manager

ATTEST: KEVIN KARNES
Lee County Clerk of the Circuit Court

By: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____

Approved as to Form for the Reliance
of Lee County Port Authority Only

By: _____
Lee County Port Attorney's Office

**ATTACHMENT A
SOURCE AGREEMENT**

**University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas
Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions**

Separately Attached.

**ATTACHMENT B
WORKPLACE SOLUTIONS COOPERATIVE ACCEPTANCE AGREEMENT**

Separately Attached.

**ATTACHMENT C
FIRE PROTECTION COOPERATIVE ACCEPTANCE AGREEMENT**

Separately Attached.

