

**Purchasing Department**  
**Madison County Board of Supervisors**  
**146 West Center Street**  
**Canton, Mississippi 39046**

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601-855-5503  
hardy@madison-co.com

19 October 2017

District 1 Supervisor Sheila Jones  
District 2 Supervisor Trey Baxter  
District 3 Supervisor Gerald Steen  
District 4 Supervisor David Bishop  
District 5 Supervisor Paul Griffin

Subject: Approve uniform contract for Road Department with Cintas

Dear Board Members:

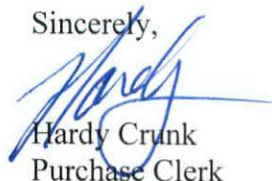
The Road Department currently rents uniforms from Cintas under a state contract whereby Cintas drops off a laundered set of uniforms each week and picks up the prior week's uniforms for cleaning. Buildings & Grounds also rents uniforms under the contract; however, the Buildings & Grounds employees wash their uniforms.

For safety reasons, the Road Department would like to change its uniform shirt to a high-visibility reflective yellow shirt (65418-71 ANSI Class 3 Work Shirt) as shown on the first page following this memo. The pants would remain the same. The Road Department also plans to buy instead of rent high-visibility yellow jackets for the employees to wear during cold weather.

As a cost savings measure resulting from Buildings & Grounds employees washing their own uniforms, department head Danny Lee plans to purchase uniforms for his employees instead of renting them. Those uniforms will be acquired using normal purchasing procedures at a cost of approximately \$2,500.

I recommend that the board approve a new state contract with Cintas for use only by the Road Department that includes the high-visibility shirt, and authorize the board president to execute the contract. A copy of the contract is attached.

Sincerely,



Hardy Crunk  
Purchase Clerk



◀ **65386 ANSI Class 2 Work Shirt**

Colorfast 5.5 oz. 100% Polyester woven fabric, 2" reflective material sewn on, two button-closure chest pockets.  
Sizes SS & LS: RG S-6XL,  
LN M-6XL

▶ **69526 ANSI Class 2 T-Shirt**

100% spun polyester with wicking technology, left chest pocket, 2" silver industrial laundry friendly 3M® Scotchlite™ reflective materials.  
Sizes: RG M-4XL



◀ **80501 ANSI Class 2 Bomber Jacket**

100% Polyester high visibility fabric with 2" reflective trim sewn on, pencil pocket on left sleeve, rib-knit cuff and collar, brass zipper, 872 quilted jacket liner compatible.  
Sizes: RG M-4XL – L-4XL



▶ **65418-71 ANSI Class 3 Work Shirt**

Colorfast 5.5 oz. 100% Polyester woven fabric, 2" reflective material sewn on, two button-closure chest pockets.  
Sizes SS & LS: RG L-6XL, LN L-3XL



Contract No. \_\_\_\_\_ Customer No. 5999 Location No. \_\_\_\_\_

STANDARD RENTAL SERVICE AGREEMENT

Customer Madison County Date \_\_\_\_\_  
 Address 3137 S Liberty St Phone (601) 855-5670  
 City Canton State MS Zip 39046

UNIFORM RENTAL PRICING:

Business Index \_\_\_\_\_ Dynamics ID \_\_\_\_\_

Item #	Description	Unit Price
<u>65418</u>	<u>ANSI Class 3 Shirt</u>	
<u>935</u>	<u>Comfort Shirt</u>	<u>.642</u>
<u>945</u>	<u>Comfort Pant</u>	<u>.186</u>
<u>59935</u>	<u>Comfort Shirt with Reflective Striping</u>	<u>.213</u>
		<u>.435</u>

- This agreement is effective as of the date of execution for a term of 60 months from date of installation.
  - The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
  - Name Emblem \$ 0 ea • Company Emblem \$ 0 ea
  - Custom Emblem \$ 0 ea • Embroidery \$ \_\_\_\_\_ ea
  - COD Terms \$ \_\_\_\_\_ per week charge for prior service (if Amount Due is Carried to Following Week)
  - Credit Terms – Charge Payments due 10 Days After End of Month
  - Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
  - Automatic Lost Replacement Charge: Item \_\_\_\_\_ % of Inventory \_\_\_\_\_ \$ \_\_\_\_\_ Ea.
  - Make-Up charge \$ 0 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 \$ \_\_\_\_\_ per garment.
  - Seasonal Sleeve Change \$ \_\_\_\_\_ 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.
  - Shop towel container \$ \_\_\_\_\_ per week.
  - Artwork Charge for LogoMat \$ \_\_\_\_\_
  - Uniform Storage Lockers: \$ \_\_\_\_\_ ea/week, Laundry Lock-up: \$ \_\_\_\_\_ ea/week Shipping: \$ \_\_\_\_\_
  - Service Charge \$ 0 per delivery.
- This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ \_\_\_\_\_ per garment will be assessed for employees size changed within 4 weeks of installation.
  - Uniform Advantage \$ .081 per garment. Premium Advantage \$ \_\_\_\_\_ per garment.
- Uniform and Premium Advantage covers damaged garments needing to be replaced outside of normal wear. Uniform Advantage and Premium Advantage do not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage and Premium Advantage at any time.
- Emblem Advantage \$ \_\_\_\_\_ per garment. Emblem Advantage covers name and company emblems initially selected by Customer. The Customer or Company may cancel Emblem Advantage at any time after six months from date of installation.
  - Prep Advantage \$ \_\_\_\_\_ per garment. Prep Advantage covers all costs associated with garment preparation. The Customer or Company may cancel Prep Advantage at any time after six months from date of installation.
- Other Attach to State Contract (US Communities Cooperative) (WC)

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Unit Price
<del>6610</del>	<del>Micro Mist Air Freshener Service</del>	<del>W</del>	<del>2.980</del>

- \_\_\_\_\_ Initial and check box if Unilease. All garments will be cleaned by Customer.
- \_\_\_\_\_ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
- \_\_\_\_\_ Initial and check box if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with 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 certifies  it is  is not a federal, state, or local government branch or agency. This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc. No. 210 CUSTOMER: \_\_\_\_\_  
 By Wesley Clark Please Sign Name \_\_\_\_\_  
 Title Service Manager Please Print Name \_\_\_\_\_  
 Accepted-GM: \_\_\_\_\_ Please Print Title \_\_\_\_\_  
 E-mail \_\_\_\_\_

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The Customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.
2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Unless specified otherwise, the garments supplied under this Agreement are not personal protective equipment and have no special protective or other characteristics, including but not limited to, flame resistant or acid resistant properties. Specialty apparel and personal protective equipment may be available from Company upon request and would be covered under additional terms. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.
4. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company and ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
5. Customer agrees to notify Company, in writing of any hazardous materials, including lead, arsenic, hexavalent chromium and cadmium, that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.
6. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any nonstandard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and size designated under Uniform Pricing.
7. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.
8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.
9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.
10. 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.
11. Additional Customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, 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 as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer's account prior to termination.
12. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
13. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.
14. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other similar service provider.
15. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by customer, in which case, the terms of this agreement shall control.
16. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state or local governmental body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Company.



# *STATE OF MISSISSIPPI*

**CONTRACT NUMBER**

**8200015641**

**CONTRACT SMART NUMBER**

**1130-15-C-SWCT-00508**

**CINTAS COOPERATIVE AGREEMENT**  
**FOR UNIFORM RENTAL**

**DEPARTMENT OF FINANCE AND ADMINISTRATION  
OFFICE OF PURCHASING AND TRAVEL  
701 WOOLFOLK BUILDING, SUITE A  
501 NORTH WEST STREET  
JACKSON, MISSISSIPPI 39201**

**CINTAS COOPERATIVE CONTRACT FOR UNIFORM RENTAL**  
**CONTRACT NO.: 8200015641/ 1130-15-C-SWCT-00508**  
**EFFECTIVE DATES: December 1, 2016 through November 30, 2017**

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**VENDOR:**

Contract Administrator:  
Phone:  
Fax:  
Email:  
Website:

**Cintas**  
**David Wood**  
888-686-8088  
601-366-2806  
[WoodD@cintas.com](mailto:WoodD@cintas.com)  
[www.cintas.com](http://www.cintas.com)

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**State of Mississippi**

**Contact:**

Phone:  
Email:

**Ross Campbell**  
601-359-2004  
[Ross.Campbell@dfa.ms.gov](mailto:Ross.Campbell@dfa.ms.gov)

We have established a cooperative purchasing agreement with US Communities Government Purchasing Alliance in accordance with Miss. Code Annotated Section 31-7-13 (m) (xxix) to allow purchases from their cooperative contract with Cintas. This contract is for uniform rental only. This contract allows agencies to save money on uniform rental and provides that the provisions thereof may be available to any county, municipality, school board or other local public agency or authority of the State of Mississippi which may elect to purchase at the prices, terms and conditions of sale specified therein.

Item	Cintas Item Number	Rental unit pricing	LR Pricing
Men's Work Shirt	935	\$ 0.183	\$ 15.29
Men's Work Shirt (100% Cotton)	330	\$ 0.245	\$ 17.32
Men's Polo Shirt	259/262	\$ 0.271	\$ 20.13
Premium Pro-Knit Polo Shirts	299	\$ 0.315	\$ 23.95
Men's Work Shirt (100% Cotton)	330	\$ 0.245	\$ 17.32
Men's Executive Shirt (Oxford)	374	\$ 0.255	\$ 21.40
Men's T-Shirts	268	\$ 0.194	\$ 15.79
Carhartt Tradesman Work Shirt	384	\$ 0.408	\$ 24.46
Carhartt 5-Pocket Jeans	381	\$ 0.469	\$ 26.49
Carhartt Carpenter Jeans	382	\$ 0.520	\$ 29.55
Carhartt Work Dungarees	383	\$ 0.469	\$ 26.49
Men's Pants	945	\$ 0.209	\$ 18.09
Men's Pants (100% Cotton)	340	\$ 0.344	\$ 24.20
Men's Pleated Pants	865	\$ 0.284	\$ 22.42
Men's Cargo Pants	270	\$ 0.326	\$ 27.00
Women's Shirts (without pockets)	271	\$ 0.189	\$ 16.71
Women's Shirt (with pockets)	205	\$ 0.173	\$ 16.71
Women's Executive Shirt (Oxford)	66528	\$ 0.234	\$ 21.70
Women's Polo Shirt	298	\$ 0.271	\$ 21.40
Women's Pants	395/390	\$ 0.275	\$ 21.40
Chef Coats	82670	\$ 0.234	\$ 23.18
Chef Pants	71125	\$ 0.326	\$ 26.49
Aprons	67627	\$ 0.148	\$ 13.24
Butcher Coat - White Polyester	82497	\$ 0.277	\$ 24.46
Butcher Coat - Light Blue Polyester	82497	\$ 0.309	\$ 27.51
Jacket (Lightweight) (per jacket)	677	\$ 0.436	\$ 31.59
Jacket (Heavyweight) (per jacket)	970	\$ 0.418	\$ 30.06
High Image Jackets	366	\$ 0.454	\$ 50.95
Coveralls (Poly Cotton Blend)-Per Coverall	912	\$ 0.306	\$ 30.06
Coveralls (Cotton)-Per Coverall	910	\$ 0.418	\$ 41.27
Coveralls (Insulated)-Per Coverall	914	\$ 0.764	\$ 74.38
Coveralls (FR)-Per Coverall	82302	\$ 0.785	\$ 80.50
FR Shirts (per shirt)	60694	\$ 0.387	\$ 42.80

<del>Orbas Corporation Confidential</del> PR Pants (per pant)	70644 12/18/2013	\$ 0.387	\$ 39.74
Lab Coats (per coat)	925	\$ 0.245	\$ 30.06
Smocks	833	\$ 0.163	\$ 13.25
Soiled Hamper	N/A	\$ -	\$ -
Emblem	N/A	Cost	N/A
<b>Make Up Charge-waived on initial installation and for the first 30 days of service.</b>		\$ 1.529	N/A
Name Tag	N/A	\$ 1.529	N/A
Delivery Fee	N/A	\$ -	\$ -
Size Premium	Price Per Garment	\$ 0.153	\$ -
Lockers		\$ 3.57	\$ -

*Please note that all pricing given is based upon the per piece rental/lease price reflecting the investment new garments in a public agency uniform program.*



## Schedule B

Required
Standard
Not in Policy

Item	Category	Description	<\$50	<\$100	<\$300	<\$500	<\$3,000	>\$3,000	LR Price	EOW Mult	Mnth Mult
Garment Per Piece Inventory Pricing											
59935	VIS	ENHANCED VIS COMFORT SHIRT	\$0.81	\$0.78	\$0.75	\$0.72	\$0.68	\$0.65	\$34.00		
65418	VIS	LIME YELLOW CLASS 3 WORK SHIRT LS	\$1.45	\$1.39	\$1.33	\$1.28	\$1.22	\$1.16	\$59.00		
65418	VIS	LIME YELLOW CLASS 3 WORK SHIRT SS	\$1.45	\$1.39	\$1.33	\$1.28	\$1.22	\$1.16	\$59.00		

**Proprietary Information  
Confidential**



Barbara P. Caravan, Superintendent of Schools  
102 S. Hickory Avenue, Bel Air, Maryland 21014  
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Department  
Jeffrey LaPorta, Supervisor of Purchasing  
410-638-4083, jeff.laporta@hcp.org

**CONTRACT #12-JLH-011C RENEWAL**  
**April 1, 2017 – March 31, 2019**

This contract renewal is made and entered into this 23<sup>rd</sup> day of March, 2016, by Harford County Public Schools, 102 South Hickory Avenue, Bel Air, Maryland (hereafter referred to as Owner) and Cintas, of 6800 Cintas Boulevard, Cincinnati, Ohio (hereafter referred to as Contractor).

WHEREAS, Owner and the Contractor have entered into an Agreement dated April 1, 2012 (hereafter referred to as the Contract), for the Contractor to furnish rental of uniforms and related facility solutions in accordance with RFP #12-JLH-011.

WHEREAS, the parties hereto desire to set the terms of the renewal to writing;

THEREFORE, for and in consideration of the mutual promises to each other, the parties do mutually agree to renew the Contract as per the conditions set forth in the original Contract, as follows:

1. Owner chooses to exercise its option to renew this contract for two (2) years for the time period from April 1, 2017 through March 31, 2019.
2. Current pricing structures, all other terms, conditions and provisions of the Contract remain in effect unless revised by formal Contract Amendment.

This is the last renewal option available for this contract.

IN WITNESS WHEREOF, Owner and the Contractor have executed the renewal agreement in duplicate originals, one of which is retained by each party the day and year written above.

**HARFORD COUNTY PUBLIC SCHOOLS**

By: Jeffrey LaPorta  
Signature

Name: Jeffrey LaPorta

Title: Supervisor of Purchasing

Date: 3/28/16

**CINTAS**

By: [Signature]  
Signature

Name: Spaige Jackson

Title: Global Account Manager

Date: 3/25/14



**MASTER AGREEMENT:**  
**By and between:**  
**HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND**  
**102 S. Hickory Avenue**  
**Bel Air, MD 21014**  
**AND**  
**Cintas Corporation**  
**6800 Cintas Blvd.**  
**Mason, OH 45040**

**Contract #12-JLH-011C**

**THIS MASTER AGREEMENT made and entered into this 1st day of April, 2012, by and between Harford County Public Schools, Maryland (hereinafter referred to as "School District", "HCPS", or "District"), and Cintas Corporation, a corporation authorized to conduct business in the State of Maryland (hereinafter referred to as "Supplier").**

**This agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance.**

**WITNESSETH:**

**WHEREAS, pursuant to a request by the District, Supplier has submitted a proposal to provide a master agreement for a National Award covering the following: furnish, supply and deliver facilities solutions including the rental and service of uniforms, mats, mops and towels, and other related products and services in accordance with the scope, terms and conditions of Request for Proposal, RFP #12-JLH-011, addenda, amendments, appendices and related correspondence. The Request for Proposal is incorporated in its entirety and included as part of this agreement.**

**WHEREAS, HCPS desires to engage Supplier to perform said services; and**

**WHEREAS, HCPS and Supplier desire to state the terms and conditions under which Supplier will provide said services to Harford County Public Schools (Lead Agency) and participating public agencies who have registered with U.S. Communities.**

**NOW, THEREFORE, in consideration of the mutual covenants, condition and promises contained herein, the parties hereto agree as follows:**

- A. Services: Supplier will provide Facilities Solutions as detailed in the referenced RFP and related services for HCPS in its response to the heretofore referenced RFP to HCPS, which is attached hereto and incorporated herein as a part of this Master Agreement.**
- B. Term: The initial term of this Master Agreement shall be three (3) years from on or about April 1, 2012. This Master Agreement may then be renewed by mutual written agreement of the parties for two (2) additional, two (2) year periods.**
- C. Compensation: HCPS agrees to pay and Supplier agrees to accept as compensation for the**

products provided pursuant to this Master Agreement, the following:

1. The price proposal set forth in the best and final RFP Response, dated March 15, 2012 and marked Amendment 1.
- D. **Invoicing:** Supplier agrees to invoice HCPS as deliveries are completed or charge purchases to an authorized HCPS Visa credit card. Invoices shall be delivered to HCPS accounts payable. Each invoice shall include – as applicable – the following data: Item Number, Purchase Order Number, Item Description, Quantity purchased, Unit Price, Extended price and Delivery location. All purchase orders will be invoiced separately. Each invoice submitted by Supplier shall be paid by HCPS within thirty (30) days after approval. The Supplier has agreed to accept payment via a procurement credit card (i.e. Visa, MasterCard, etc.) which is the preferred method of payment.
- E. **Insurance:** Supplier shall maintain at its own cost and expense (and shall cause any Subcontractor to maintain) insurance policies in form and substance acceptable to HCPS as detailed in the Request for Proposal.
- F. **Termination of Contract:** This contract may be terminated as per the General Information of the RFP, Section 1, K (page 5) and General Requirements, Attachment G, VIII (page 85-86).
- G. **Notification:** Notices under this Master Agreement shall be addressed as follows:

Jeffrey LaPorta, Supervisor of Purchasing  
Harford County Public Schools  
102 S. Hickory Avenue  
Bel Air, MD 21014

Supplier: Cintas Corporation  
Attn: Craig Jackson, Senior Global Account Manager  
Address: 6800 Cintas Blvd  
Mason, OH 45040  
Phone: 513-459-1200

The effective date of any notice under this Master Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Master Agreement, the waiver of any term or condition of this Master Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Master Agreement. This Master Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

- H. **Governing Law:** This contract shall be interpreted under and governed by the laws of the State of Maryland. Disputes will be settled as per the stipulations contained within the Request for Proposal.
- I. **Incorporation of Appendices:** All provisions of Appendices and Amendments are hereby incorporated herein and made a part of this Master Agreement. In the event of any

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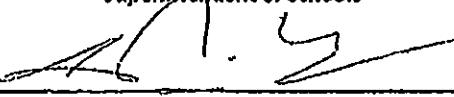
apparent conflict between any provisions set forth in the main body of the Master Agreement and any provision set forth in the Appendices and Amendments the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Master Agreement shall control.


- J. **Entire Master Agreement:** This Master Agreement including the entire RFP solicitation and the Appendices attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Master Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect. The revised Best and Final Offer contained within Amendment 1 is also included and becomes part of the Master Agreement.
  
- K. **Participating Public Agencies:** Supplier agrees to extend the same terms, covenants and conditions available to HCPS under this Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access this 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 ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of this 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.

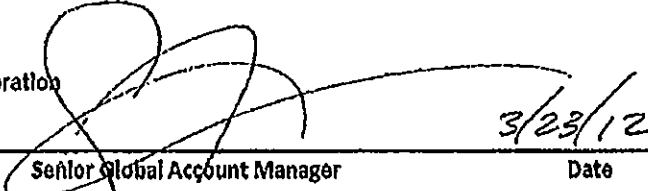
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

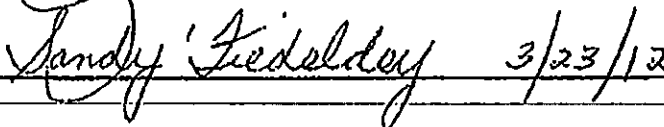
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/12/12  
Superintendent of Schools Date

by  4/10/12  
Date

(Signature) President (Date)  
Board of Education of Harford County  
Attest: 

Cintas Corporation  
by  3/23/12  
Senior Global Account Manager Date

Attest:  3/23/12

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To access pricing information, please use your login at [www.uscommunities.org](http://www.uscommunities.org).



Robert M. Tomback, Ph.D., Superintendent of Schools  
102 S. Hickory Avenue, Bel Air, Maryland 21014  
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

## Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing  
P:410.638.4083

### HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AMENDMENT #1 RFP# 12-JLH-011 FACILITIES SOLUTIONS

This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, and Harford County Public Schools, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014 or any of its subsidiaries, successors and assigns. This document amends the Master Agreement #12-JLH-011C signed by the parties April 1, 2012.

The Parties hereby further agree as follows:

CINTAS may provide to Harford County Public Schools and other participating public agencies who have registered with U.S. Communities any product or service in its enterprise not specifically referenced in the RFP # 12-JLH-011. Pricing for such products or services shall be maintained at a discount of no less than 10% on national voluntary book pricing. Where no national voluntary book pricing exists, local book pricing with a discount of no less than 10% shall prevail.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the Execution Date.

CINTAS CORPORATION

By: 

Title: Sr. Global Acct Mgr

Date: 11/12/12

HARFORD COUNTY PUBLIC SCHOOLS

By: 

Title: Supervisor of Purchasing

Date: 11/15/12