



STANDARD RENTAL SERVICE AGREEMENT

Location No. 0210 Agreement No. 210932990 Customer No. 14839726 Date _____
 Customer MADISON COUNTY ROAD MANAG State contract number 8200044758 Phone 601-855-5670
 Smart number 1130-15-C-SWCT-01122
 Address 3137 S LIBERTY ST City CANTON State MS Zip 39046-8826

UNIFORM PRICING:

| Material# | Description | Rental Frequency | Inventory | Unit Price |
|-----------|-------------------------------|------------------|-----------|------------|
| X270 | CARGO PANT - Rental | | ANY | 0.362 |
| X299 | CINTAS POLO - Rental | | ANY | 0.348 |
| X340 | COTTON WORK PANTS - Rental | | ANY | 0.380 |
| X374 | CINTAS OXFORD - Rental | | ANY | 0.282 |
| X381 | CARHARTT 5 PKT JN - Rental | | ANY | 0.486 |
| X390 | WOMENS PANT SUSAN - Rental | | ANY | 0.305 |
| X395 | WOMENS PANT CATHY - Rental | | ANY | 0.299 |
| X59970 | PRM LND JKT - Rental | | ANY | 0.844 |
| X65418 | WK-SHRT/HI-VIS/ANSI3 - Rental | | ANY | 0.698 |
| X66528 | WOMENS OXFORD - Rental | | ANY | 0.258 |
| X69526 | TSHIRT/HIGH VIS/LIME - Rental | | ANY | 0.620 |
| X912 | COVERALL - Rental | | ANY | 0.338 |
| X914 | INSULATED COVERALL - Rental | | ANY | 0.553 |
| X935 | COMFORT SHIRT - Rental | | ANY | 0.202 |
| X945 | COMFORT PANT - Rental | | ANY | 0.232 |
| X970 | HIP LENGTH JKT - Rental | | ANY | 0.463 |

EMBLEM PRICING:

| Material# | Description | Rental Frequency | Inventory | Unit Price |
|-----------|--------------------------------|------------------|-----------|------------|
| BA2098S | NAVY/ NAVY/ WHITE-B* | | ANY | 0.574 |
| BA3398S | CHAR/ CHAR/ WHITE-B* | | ANY | 0.574 |
| BBZQ96S | HV YEL/HV YEL/ BLACK-B* | | ANY | 0.574 |
| BD2098S | NAVY/ NAVY/ WHITE-B* | | ANY | 1.574 |
| BD3398S | CHAR/ CHAR/ WHITE-B* | | ANY | 1.574 |
| L53ACV | MADSN CNTY BR/NMW/HIVISYLW/BLK | | ANY | 1.574 |
| L53ACX | MADSN CNTY BR/NMW/HIVISYLW/BLK | | ANY | 1.574 |
| LXXXXXS | LXXXXX * | | ANY | 1.574 |

FACILITY SERVICES PRODUCTS PRICING:

| Material# | Description | Rental Frequency | Inventory | Unit Price |
|-----------|-------------------------------|------------------|-----------|------------|
| X2506 | DS1 NEUTRAL DISNFCT - Rental | | ANY | 0.960 |
| X45759 | SNTZNG WIPE 1RL - Rental | | ANY | 51.199 |
| X45760 | EMPTY WIPE BUCKET - Rental | | ANY | 0.000 |
| X6116 | MM AIR FRESHENER SVC - Rental | 01 | ANY | 3.237 |
| X6119 | MM CITRUS REFILL - Rental | | ANY | 0.000 |
| X62299 | WET WIPE DISP W/CAN - Rental | | ANY | 1.600 |
| X7500 | CLEANING CHEM DISP - Rental | 04 | ANY | 10.666 |
| X9016 | MM AIR FRESHENER DSP - Rental | | ANY | 0.000 |

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o 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.
- o COD Terms \$_____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$_____ EA
- o Make-Up Charge \$1.500 per garment.
- o 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 \$0.150 per garment
- o Artwork Charge for Logo Mat \$_____
- o Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.

STANDARD RENTAL SERVICE AGREEMENT

- o Service Charge: \$ _____ 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.
- o Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$5.000 _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- o Uniform Advantage \$0.086 _____ per garment Premium Advantage \$0.126 _____ per garment
- o 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.
- o 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.
- o 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.
- o Other _____

_____/_____/_____
 Date _____ Initial and check box if Unilease. All garments will be cleaned by Customer.

_____/_____/_____
 Date _____ Initial and check box if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of customer.

_____/_____/_____
 Date _____ Initial and check box if receiving direct embroidery. If service is discontinued for an 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 the agreement. Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

_____/_____/_____
 Date _____ Initial and check box if declining the Uniform Advantage Program

Customer certifies that 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 _____
 By _____
 Title _____
 Accepted-GM _____

Please Sign Name _____
 Please Print Name _____
 Please Print Title _____
 E-Mail _____

STANDARD UNIFORM RENTAL SERVICE AGREEMENT RENEWAL

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 materials 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 material per year.
2. All garments and other rented materials 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 garment issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non-standard, or special products (i.e., logo mats) must be purchased by the Customer if service is stopped for any reason. If materials are lost or damaged by any means Customer will pay the then current replacement values for said materials. Should Customer require garment sizes that are outside the standard size range, customer agrees to pay the specific premium price for those materials and sizes 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 materials 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 laws. 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 within 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 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 government body or its representative is a party to this agreement, the proposal modification, amendment, or supplement must be in a writing signed by a President or a Senior Vice President of Company.

17. If Company provides flame resistant clothing to Customer, Customer 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). CUSTOMER ACKNOWLEDGES THAT COMPANY 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. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that 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. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

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

19. Prevailing Wage/Living Wage. Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.



STATE OF MISSISSIPPI

CONTRACT NUMBER

8200044758

CONTRACT SMART NUMBER

1130-15-C-SWCT-01122

CINTAS COOPERATIVE

AGREEMENT

FOR UNIFORM AND MAT 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.: 8200044758/ 1130-15-C-SWCT-01122
EFFECTIVE DATES: April 1, 2019 through March 31, 2023

VENDOR:

Contract Administrator:
Phone:
Fax:
Email:
Website:

Cintas
Eric McCalpine
888-686-8088
205-345-1686
McCalpineE@cintas.com
www.cintas.com

State of Mississippi

Contact:

Phone:
Email:

Steve Tucker
601-359-3107
stephen.tucker@dfa.ms.gov

We have established a cooperative purchasing agreement with Omni Partners 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/mat rental only. This contract allows agencies to save money on uniform/mat 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.

OMNIA PARTNERS PROGRAM AGREEMENT

This OMNIA Partners Program Agreement ("Program Agreement") by and between State of Mississippi ("Buyer") and Cintas Corporation is made effective as of April 1, 2019 (the "Program Agreement Effective Date") and is attached to and governed by the OMNIA Partners Agreement(s) specifically marked and identified in Section 2.1 below ("OMNIA Partners Agreement(s)") between Cintas Corporation and OMNIA Partners. Buyer and Cintas Corporation are collectively referred to herein as the "Parties". All capitalized terms used herein shall have the meaning assigned to them in the OMNIA Partners Agreement unless otherwise defined herein.

WHEREAS, Buyer, a member of OMNIA Partners (as defined below), and Cintas Corporation desire to enter into this Program Agreement pursuant to which Buyer may participate in the OMNIA Partners Program to rent Products (as defined below).

NOW, THEREFORE, in consideration of the foregoing mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Term. The term of this Program Agreement with respect to Buyer shall commence on the Program Agreement Effective Date and shall terminate upon the earlier of (i) termination or expiration of the OMNIA Partners Agreement, or (ii) the date at which Buyer ceases to be a Member of the Program. In the event that the Program Agreement terminates or expires pursuant to (i) or (ii) above, Cintas Corporation agrees to offer Buyer the option to enter into a separate agreement with Cintas Corporation only, provided, however, Cintas Corporation and Buyer mutually agree upon the terms and conditions of such separate agreement.

2.0 Definitions.

2.1 **OMNIA Partners Program.** The specific program(s) checked below:

Facilities Management Products and Solutions Program. Uniforms and mats offered for rental by Cintas Corporation to OMNIA Partners members that are included in the OMNIA Partners purchasing program for uniform and mat rental pursuant to RFP award R-BB-19002 as amended from time to time or any future equivalent IFB/RFP for facilities solutions awarded to Cintas Corporation.

2.2 **Products.** All uniforms and mats included in the OMNIA Partners Program that Buyer rents or may rent from Cintas Corporation; except, however, those items which are available on the Buyer's competitively bid state contracts are not included in this Agreement.

3.0 Buyer Representations. Buyer hereby represents that:

3.1 it is a governmental entity or it is a nonpublic school administrative unit or non-profit eligible to participate in the OMNIA Partners Program;

3.2 it is a OMNIA Partners member and will maintain its OMNIA Partners membership during the Program Agreement Term;

3.3 it has the local legal ability to recognize and participate in joint exercise of powers activities under the applicable state and federal procurement laws; and

- 3.4 as a member of OMNIA Partners, Buyer may participate in the OMNIA Partners Program, provided, however, Buyer acknowledges that it (i) will be bound in all respects by the terms and conditions of the OMNIA Partners Agreement and terms and conditions of this Program Agreement.
- 4.0 **Prices.** Prices for Products are available at the time of purchase as provided by the OMNIA Partners Program.
- 5.0 **Precedence.** The agreement between the parties consists of this Program Agreement, the OMNIA Partners Agreement, and the attached Exhibit A *State of Mississippi Terms and Conditions*. In the event of conflict between this Program Agreement and the OMNIA Partners Agreement, the terms and conditions of this Program Agreement shall control. In the event of a conflict between the Program Agreement or the OMNIA Partners Agreement and the attached Exhibit A, the terms and conditions of the Exhibit A shall control.
- 6.0 **Termination.** Either Party may terminate this Program Agreement for any reason upon at least thirty (30) calendar days' prior written notice to the other Party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Program Agreement under seal as of the Program Agreement Effective Date.

STATE OF MISSISSIPPI

By its authorized agent:

Ross Campbell
(Signature)

Name: Ross Campbell

Title: Director - DFA OPTFM

Date: 4/2/19

Address for Notices:

State of Mississippi
Department of Finance and Administration
Office of Purchasing, Travel and Fleet
Management
701 Woolfolk Building Suite A
501 North West Street
Jackson, Mississippi 39201
ATTN: Ross Campbell
Telephone: 601-359-3409
Facsimile: 601-359-3910
Email: ross.campbell@dfa.ms.gov

CINTAS CORPORATION

By its authorized agent:

EBM
(Signature)

Name: Eric B. McCalpine

Title: Major Account Manager - Government

Date: 03-21-19

Address for Notices:

Cintas Corporation
3894 Bensley Rd
Jackson, MS 39213
McCalpineE@cintas.com
205-233-1736

Exhibit A
STATE OF MISSISSIPPI
TERMS AND CONDITIONS

A. PRECEDENCE

These STATE OF MISSISSIPPI (or "State") Terms and Conditions shall take precedence and should ambiguities, conflicts, or questions of interpretation of any documents associated with the Vendor's Agreement with the State arise, they shall be resolved first by reference to the State's Terms and Conditions.

B. E-PAYMENT & PAYMODE

The Vendor agrees to accept all payments in United States currency via the State's electronic payment and remittance vehicle. The STATE OF MISSISSIPPI agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, et seq. of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

Payments by state agencies using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Vendor's choice. The State may, at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency. No payment, including final payment, shall be construed as acceptance of defective or incomplete work, and the Vendor shall remain responsible and liable for full performance.

C. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the STATE OF MISSISSIPPI to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the STATE OF MISSISSIPPI of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

D. RECORD RETENTION AND ACCESS TO RECORDS

Provided Vendor is given reasonable advance written notice and such inspection is made during normal business hours of Vendor, the Vendor agrees that the STATE OF MISSISSIPPI or any of its duly authorized representatives shall have unimpeded, prompt access to any of Vendor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed; however, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later.

E. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of this State. The Vendor shall comply with applicable federal, state, and local laws and regulations.

F. ANTI-ASSIGNMENT/SUBCONTRACTING

Vendor acknowledges that it was selected by the State to perform the services and provide the products required hereunder based, in part, upon Contractor's special skills and expertise. The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the STATE OF MISSISSIPPI, which the STATE OF MISSISSIPPI may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer without said consent shall be null and void. No such approval by the STATE OF MISSISSIPPI of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the STATE OF MISSISSIPPI in addition to the total fixed price agreed upon in this Agreement. Subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the STATE OF MISSISSIPPI may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

G. COMPLIANCE WITH LAWS

The Vendor understands that the STATE OF MISSISSIPPI is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

H. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Vendor as trade secrets, or other proprietary information including confidential Vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

I. EMPLOYEE STATUS VERIFICATION SYSTEM

If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code Annotated (1972, as amended), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Vendor further represents and warrants that any person assigned to perform services

hereafter meets the employment eligibility requirements of all immigration laws. The Vendor understands and agrees that any breach of these warranties may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the State due to the Agreement cancellation or loss of license or permit.

J. INDEPENDENT CONTRACTOR

The Vendor shall, at all times, be regarded as and shall be legally considered an Independent Contractor and shall at no time act as an agent for the STATE OF MISSISSIPPI. Nothing contained herein shall be deemed or construed by the STATE OF MISSISSIPPI, Vendor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the STATE OF MISSISSIPPI and the Vendor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the STATE OF MISSISSIPPI or the Vendor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the STATE OF MISSISSIPPI and the Vendor. Vendor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the STATE OF MISSISSIPPI. No act performed or representation made, whether oral or written, by the Vendor with respect to third parties shall be binding on the STATE OF MISSISSIPPI. Neither the Vendor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the STATE OF MISSISSIPPI; and the STATE OF MISSISSIPPI shall at no time be legally responsible for any negligence or other wrongdoing by the Vendor, its servants, agents, or employees. The STATE OF MISSISSIPPI shall not withhold from the contract payments to Vendor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Vendor. Further, the STATE OF MISSISSIPPI shall not provide to the Vendor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the STATE OF MISSISSIPPI for its employees.

K. MODIFICATION OR RENEGOTIATION

This Agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal, state and/or the STATE OF MISSISSIPPI revisions of any applicable laws or regulations make changes in this Agreement necessary.

L. TERMINATION FOR CONVENIENCE

(1) Termination. The STATE OF MISSISSIPPI may, when the interests of the STATE OF MISSISSIPPI so require, terminate this Agreement in whole or in part for the convenience of the STATE OF MISSISSIPPI. The STATE OF MISSISSIPPI shall give written notification of the termination to the Vendor specifying the part of the Agreement terminated and when the termination becomes effective.

(2) Vendor's Obligations. The Vendor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Vendor will stop work to the extent specified. The Vendor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Vendor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The STATE OF MISSISSIPPI may direct the Vendor to assign the Vendor's right, title, and interest under terminated orders or subcontracts to the STATE OF MISSISSIPPI. The Vendor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

M. TERMINATION FOR DEFAULT

(1) **Default.** If the Vendor refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified within this Agreement, or any extension thereof, otherwise fails to timely satisfy the Agreement provisions, or commits any other substantial breach of this Agreement, the STATE OF MISSISSIPPI may notify the Vendor in writing of the delay or nonperformance and if not cured within ten (10) days or any longer time specified in writing by the STATE OF MISSISSIPPI, the STATE OF MISSISSIPPI may terminate the Vendor's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or failure to properly perform. In the event of termination in whole or in part, the STATE OF MISSISSIPPI may procure similar supplies or services in a manner and upon terms deemed appropriate by the STATE OF MISSISSIPPI. The Vendor shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) **Vendor's Duties.** Notwithstanding termination of the Agreement and subject to any directions from the STATE OF MISSISSIPPI, the Vendor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Vendor in which the STATE OF MISSISSIPPI has an interest.

(3) **Compensation.** Payment for completed goods or services delivered and accepted by the STATE OF MISSISSIPPI shall be at the Agreement price. The STATE OF MISSISSIPPI may withhold from amounts due the Vendor such sums as the STATE OF MISSISSIPPI deems to be necessary to protect the STATE OF MISSISSIPPI against loss because of outstanding liens or claims of former lien holders and to reimburse the STATE OF MISSISSIPPI for the excess costs incurred in procuring similar goods and services.

(4) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of Subcontractors, the Vendor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms (including any failure by the Vendor to make progress in the prosecution of the work hereunder which endangers such performance) if the Vendor has notified the STATE OF MISSISSIPPI within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the state and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or make progress, and if such failure arises out of causes similar to those set forth above, the Vendor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit the Vendor to meet the Agreement requirements. Upon request of the Vendor, the STATE OF MISSISSIPPI shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Vendor's progress and performance would have met the terms of the Agreement, the delivery schedule shall be revised accordingly, subject to the rights of the STATE OF MISSISSIPPI under the clause of this Agreement entitled "Termination for Convenience". As used in this Paragraph of this clause, the term "Subcontractor" means Subcontractor at any tier.

(5) **Erroneous Termination for Default.** If, after notice of termination of the Vendor's right to proceed under the provisions of this clause, it is determined for any reason that the Agreement was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the clause of this Agreement entitled "Termination for Convenience".

(6) Additional Rights and Remedies. The rights and remedies provided under this clause are in addition to any other rights and remedies provided by law or under this Agreement.

N. STOP WORK ORDER

(1) Order to stop work. The STATE OF MISSISSIPPI, may by written order to the Vendor at any time, and without notice to any surety, require the Vendor to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Vendor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Vendor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the STATE OF MISSISSIPPI shall either:

(a) cancel the stop work order; or,

(b) terminate the work covered by such order as provided in the "Termination for Default" clause or the "Termination for Convenience" clause of this Agreement.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Vendor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Vendor price, or both, and the Agreement shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in the Vendor's cost properly allocable to, the performance of any part of this Agreement; and

(b) the Vendor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the STATE OF MISSISSIPPI decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

(3) Termination of Stopped Work. If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

O. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to this Agreement must be made in writing by the STATE OF MISSISSIPPI and agreed to by the Vendor.

P. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

The STATE OF MISSISSIPPI shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for the Vendor's internal administrative and quality assurance files and internal project correspondence. The Vendor shall deliver such documents and work papers to the STATE OF MISSISSIPPI upon termination or completion of the Agreement. The foregoing notwithstanding, the Vendor shall be entitled to retain a set of such work papers for its files. The Vendor shall be entitled to use such work papers only after receiving written permission from the STATE OF MISSISSIPPI and subject to any copyright protections.

Q. INDEMNIFICATION

To the fullest extent allowed by law, the Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the STATE OF MISSISSIPPI, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Vendor and/or its partners, principals, agents, employees and/or Subcontractors in the performance of or failure to perform this Agreement. In the State's sole discretion, the Vendor may be allowed to control the defense of any such claim, suit, etc. In the event the Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the State. Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the State shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the State's concurrence, which the State shall not unreasonably withhold.

R. THIRD PARTY ACTION NOTIFICATION

The Vendor shall give the STATE OF MISSISSIPPI prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Vendor by any entity that may result in litigation related in any way to this Agreement.

S. RECOVERY OF MONEY

Whenever, under the Agreement, any sum of money shall be recoverable from or payable by the Vendor to the STATE OF MISSISSIPPI, the same amount may be deducted from any sum due to the Vendor under the Agreement or under any other Agreement between the Vendor and the STATE OF MISSISSIPPI. The rights of the STATE OF MISSISSIPPI are in addition and without prejudice to any other right the STATE OF MISSISSIPPI may have to claim the amount of any loss or damage suffered by the STATE OF MISSISSIPPI on account of the acts or omissions of the Vendor.

T. FAILURE TO ENFORCE

Failure by the STATE OF MISSISSIPPI at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Agreement or any part thereof or the right of the STATE OF MISSISSIPPI to enforce any provision at any time in accordance with its terms.

U. PROCUREMENT REGULATIONS

This Agreement shall be governed by the applicable provisions of the *Mississippi Procurement Manual*, a copy of which is available online at www.dfa.ms.gov

V. REPRESENTATION REGARDING CONTINGENT FEES

The Vendor represents that it has not retained a person to solicit or secure a STATE OF MISSISSIPPI contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Vendor's bid or proposal.

W. REPRESENTATION REGARDING GRATUITIES

The Vendor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

X. CHANGE IN SCOPE OF WORK

The STATE OF MISSISSIPPI may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Vendor that the scope of the project or of the Vendor's services has been changed, requiring changes to the amount of compensation to the Vendor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment to the Agreement signed by the STATE OF MISSISSIPPI and the Vendor.

If the Vendor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the STATE OF MISSISSIPPI in writing of this belief. If the STATE OF MISSISSIPPI believes that the particular work is within the scope of the Agreement as written, the Vendor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Agreement.

Y. CONTRACTOR PERSONNEL

The STATE OF MISSISSIPPI shall, throughout the life of the Agreement, have the right of reasonable rejection and approval of staff or Subcontractors assigned to the work by the Vendor. If the STATE OF MISSISSIPPI reasonably rejects staff or Subcontractors, the Vendor must provide replacement staff or Subcontractors satisfactory to the STATE OF MISSISSIPPI in a timely manner and at no additional cost to the STATE OF MISSISSIPPI. The day-to-day supervision and control of the Vendor's employees and Subcontractors is the sole responsibility of the Vendor.

Z. TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION

It is expressly understood that Mississippi law requires that the provisions of this Agreement which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

AA. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by the STATE OF MISSISSIPPI upon written notice to Vendor, if Vendor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Vendor of an assignment for the benefit of its creditors. In the event of such termination, Vendor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Agreement price.



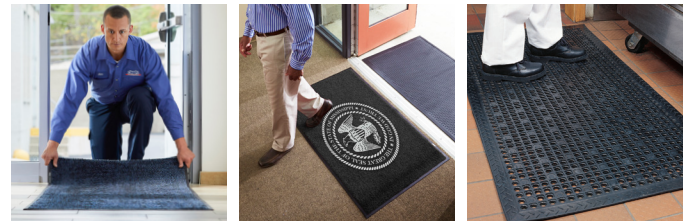
Promote professionalism with trusted workday solutions

By relying on Cintas to help keep them at their professional best, public agencies receive an excellent value when it comes to depth and quality of offerings, cost-effectiveness and customer service. Let Cintas be the single source you depend on for solutions that help you stay **ready™** with an efficient clean, safer workplace and positive image.



UNIFORM RENTAL

Your agency's image is a reflection of your business, and there's nothing like having your team report to work in a clean, professional-looking uniform. With a Cintas uniform rental program, your employees are always **ready** to impress... whether they're wearing our Classic Workwear, High Image Apparel or our line of apparel tailored just for women. Every week, you'll simply turn in your uniforms that are ready for laundering — and we'll take care of all your cleaning, repairs and maintenance. No laundry to do. No uniforms to buy. No upfront investment.



MAT SERVICES

Mats capture dirt, salt, rain and other unwelcome messes as people enter and walk through your building. The right mat can not only keep your business cleaner, but can also reduce floor maintenance costs. With a large selection of professional-grade mats from Cintas, you'll easily find the right mats for your needs. Choose from a full line of carpet floor mats, scraper mats, custom logo mats, drainage mats, anti-fatigue mats, safety message mats and restroom mats.

Being **Ready for the Workday®** begins here.

To learn more or to get started, contact Cintas at OmniaPartners@cintas.com.

State of Mississippi Contract Number: **8200044758**

Smart Contract Number: **1130-19-C-SWCT-00260**

www.ms.gov/dfa/contract_bid_search/Contract/Details/5809