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## U.S. Communities



U.S. COMMUNITIES®

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U.S. Communities is the leading national cooperative purchasing program, providing world class government procurement resources and solutions to local and state government agencies, school districts (K-12), higher education institutions, and nonprofits looking for the best overall supplier government pricing.

- U.S. Communities – Cintas contract number: 12-JLH-011C
- Lead agency on the contract: Harford County Public Schools, Maryland
- U.S. Communities contract documents (LINK)
- More information about U.S. Communities (LINK)

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# Cintas Contract

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## Facilities Solutions

### Lead Agency:

Harford County Public Schools, Maryland

### Contract Number:

12-JLH-011C

3 year initial term, April 1, 2012 to March 31, 2015

**Contract has been extended through March 31, 2019**



### Contract Updates

Harford County Public Schools Contact Information added on August 8, 2017

### Contract Documents:

- [HCPS Master Agreement](#)
- [Cintas Renewal](#)
- [Contract Amendments](#)
- [Harford County Public Schools Contact Information](#)

### RFP Documents:

- [12\\_JLH\\_011 Facilities Solutions RFP Addendum 1](#)
- [RFP Posting Documents](#)

### Solutions

BY SUPPLIER ( [show all ->](#) )

BY CATEGORY

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## Postings

Number of suppliers who responded to RFP: 2

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	January 12, 2011 – February 16, 2012
Canadian MERX Public Tenders	January 12, 2011 – February 16, 2012
Onvia Demand Star	January 12, 2011 – February 16, 2012
State of Maryland	January 12, 2011 – February 16, 2012
Association of Oregon Counties	January 12, 2011 – February 16, 2012
State of Hawaii and Oregon	January 12, 2011 – February 16, 2012

## U.S. COMMUNITIES | NATIONAL COOPERATIVE PURCHASING PROGRAM

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**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

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.

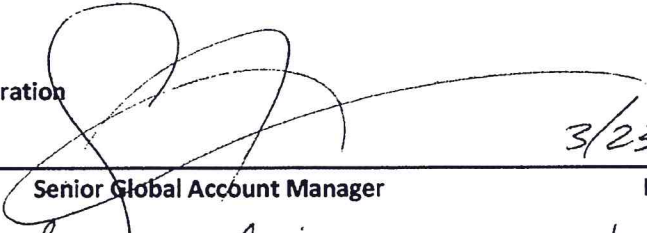
IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE YEAR AND DAY AS NOTED:

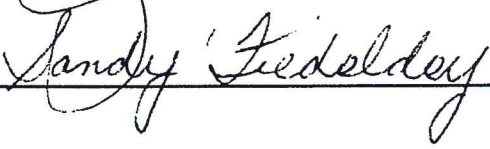
HARFORD COUNTY PUBLIC SCHOOLS, MARYLAND

by  4/2/12  
Superintendent of Schools Date

by  4/10/12  
Date

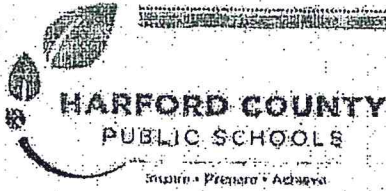
(Signature) President (Date)  
Board of Education of Harford County  
Attest: 

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

Attest:  3/23/12

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





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@hcps.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: Christie Jackson

Title: Global Account Manager

Date: 3/25/16







**HARFORD COUNTY  
PUBLIC SCHOOLS**

Inspire • Prepare • Achieve

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

HARFORD COUNTY PUBLIC SCHOOLS  
CONTRACT AMENDMENT #6  
CONTRACT #12-JLH-011  
FACILITIES SOLUTIONS

This Amendment dated March 7, 2017 (the "Execution Date") is entered into between CINTAS CORPORATION, a Washington corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS of Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JLH-011C signed by the parties on April 1, 2012 (the "Master Agreement").

The Parties hereby further agree to the following:

A price increase of 1.7% on all invoices, effective as of the Execution Date. This price increase is effective for all prices, service charges, preparation fees, emblems and loss/replacement values and will affect the services with Cintas' Uniform Rental, Facility Services, Fire Protection and First Aid and Safety business divisions.

Except as otherwise modified by this Amendment, the Master Agreement shall remain in full force and effect. This Amendment may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.

Cintas Corporation

By:

Cathy Jackson  
Print Name

[Signature]  
Signature

Title:

Global Account Mgr

Date:

3/13/17

Harford County Public Schools

By:

Sherry Ramsey  
Print Name

[Signature]  
Signature

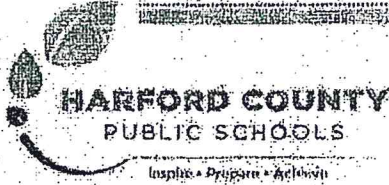
Title:

Procurement Specialist

Date:

3/13/17

Approved  
3/13/17  
Contract Compliance



Barbara P. Canavan, 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@hcps.org

**HARFORD COUNTY PUBLIC SCHOOLS  
 CONTRACT AMENDMENT #5  
 CONTRACT #12-JLH-011C  
 FACILITIES SOLUTIONS**

This Contract Amendment dated July 13, 2016 is made and entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Blvd, Cincinnati, OH 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JLH-011C signed by the parties on April 1, 2012.

The Parties further agree to the following:

CINTAS Fire Protection shall be allowed, in instances where a State, County, or Municipality and/or their agencies by state require Prevailing Wage standards, CINTAS Fire Protection shall be allowed to amend its pricing schedule with pricing up to the prevailing wage standard of the agencies state or jurisdiction, with the rate not to exceed the following:

LABOR - R	PREVAILING WAGE - Labor Regular Hours, per hour	ea	\$	185.00
LABOR - O	PREVAILING WAGE - Labor Overtime Hours, per hour	ea	\$	278.00
LABOR - W	PREVAILING WAGE - Labor Weekend/Holiday Hours, per hour	ea	\$	350.00
ESC	PREVAILING WAGE - Emergency Call - Minimum, plus LABOR Charge	ea	\$	425.00

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

**HARFORD COUNTY PUBLIC SCHOOLS**

By: *Jeffrey LaPorta*  
 Signature  
 Name: *Jeffrey LaPorta*  
 Title: *Supervisor of Purchasing*  
 Date: *7/25/16*

**CINTAS**

By: *[Signature]*  
 Signature  
 Name: *Carla Jackson*  
 Title: *Global Account Manager*  
 Date: *7/21/16*







Barbara P. Canavan, 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@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS  
CONTRACT AMENDMENT #4  
CONTRACT #12-JLH-011C  
FACILITIES SOLUTIONS

This Contract Amendment #4 to the Master Agreement (this "Contract Amendment #4") is made as of June 10, 2015 between Harford County Public Schools, Maryland (the "Customer") and Cintas Corporation (the "Company").

WITNESSETH

WHEREAS, Customer and Company entered into that certain Master Agreement (Contract #12-JLH-011C) dated April 1, 2012 (the "Agreement"); and as amended dated November 12, 2012 (the "Contract Amendment #1"); dated May 2, 2014 (the "Contract Amendment #2"); dated September 2, 2014 (the "Contract Amendment #3"); and September 15, 2014 (the "Contract Renewal");

WHEREAS, 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;

WHEREAS, the terms and conditions of any previous agreements, whether written or verbal, shall remain unchanged unless amended herein;

WHEREAS, the parties desire to amend the Agreement pursuant to the Direct Sale uniform program and its Terms and Conditions as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Company agree as follows:

1. The attached list of Direct Sale uniform products (the attached **Exhibit A**) includes CINTAS' Catalog uniform program selection(s) for CUSTOMER's Uniform Program. CINTAS reserves the right to discontinue a Catalog item at any time. CUSTOMER may select a substitute item or contract for exclusivity on that item at that time.
2. CUSTOMER understands that it has no present or future liability for said items unless CUSTOMER's annual usage represents at least thirty-five percent (35%) of CINTAS' Catalog demand of any given item. In that event, CINTAS will inform CUSTOMER in writing as soon as it represents 35% of CINTAS' Catalog demand for a particular item, and CUSTOMER agrees to either reduce its usage to under 35% or contract for said products as necessary.
3. CINTAS' Terms and Conditions are attached on **Exhibit B**.

4. Unless specified otherwise in writing by the CUSTOMER, the garments supplied under this Amendment are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from CUSTOMER upon request and with an amendment to this Agreement. Customer warrants that none of the employees for whom garments are supplied pursuant to this Amendment require flame retardant or acid resistant clothing.
5. For any other business segment(s), another than government or public agencies which want to become a Participating Public Agency as described in the Agreement, for which the CUSTOMER wants to engage, CINTAS shall modify the terms and conditions of this Amendment to better aligned with the business practices of the additional business segment at hand.
6. This Amendment shall be effective for the term that mirrors the Agreement currently set to expire on March 31<sup>st</sup> 2017.

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment on the day and year stated above.

**Customer:**

**HARFORD COUNTY PUBLIC SCHOOLS,  
MARYLAND**

By: Jeffrey LePorte  
 Printed Name: Jeffrey LePorte  
 Title: Supervisor of Purchasing  
 Date: 6/10/15

**Company:**

**CINTAS CORPORATION**

By: Todd McKeown  
 Printed Name: Todd McKeown  
 Title: VP Direct Sale Strategic Markets  
 Date: 6/12/2015

**Attachment(s):** *Exhibit A: Catalog Pricing and Uniform Options (Attached Excel Spreadsheet)*  
*Exhibit B: Direct Sale Terms and Conditions*





***Exhibit A: Catalog Pricing and Uniform Options***

***(See Attached Excel Spreadsheet)***

*Note:*

1. Do prices noted above include embroidery, modifications and/or trim application?  YES  NO
2. Custom fabrics, trims and components to support your program are itemized above?  YES  NO

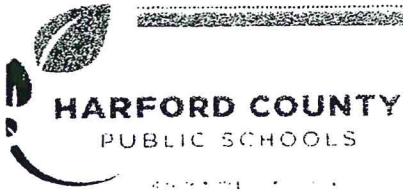
## ***EXHIBIT B –Direct Sale Terms & Conditions***

CINTAS will service CUSTOMER's account(s) based on the following:

1. Direct Sale payment terms are Net 30 days from date of invoice. A 1-1/2% monthly carrying charge will be added to all past due items.
2. Direct Sale shipments will be F.O.B. Shipping Point (Chicago/Mason/Toronto) ground, best way surface shipment unless otherwise specified on the Purchase Order. Freight will be prepaid and added to the invoice.
3. Should CUSTOMER require a billing format other than Cintas' standard format, an additional fee may be assessed. EDI Services may be considered "non-standard" and may incur an additional fee.
4. A \$5.00 service charge will be added to all Direct Sale orders totaling less than \$50.00.
5. Direct Sale Rush Order charges – All CINTAS stocked product orders that are requested by CUSTOMER to be shipped earlier than current lead times will be assessed a \$1.50 Rush Order charge per item unless due to CINTAS error or omission.
6. Trademarks - CUSTOMER hereby grants permission to CINTAS, to use CUSTOMER's name and trademarks not only for the manufacturing and sale of products and promotional materials to CUSTOMER but also for the use in CINTAS' own marketing and promotional materials. In using CUSTOMER's name and trademarks, CINTAS will in no way represent that it has any rights, title or interest in and to the name and trademarks of CUSTOMER other than the permission granted herein and agrees that its use will not defame or bring CUSTOMER's name or trademarks into disrepute.
7. Marketing Collateral – Cintas shall provide standard marketing materials/collateral. Extraordinary marketing services requirements may be provided at an additional fee.
8. CUSTOMER understands that its supply of e-mail addresses will allow CINTAS, its affiliated companies and selected delivery services to send e-mail marketing messages to CUSTOMER which promote products provided by CINTAS. Each e-mail message CUSTOMER receives will contain an opportunity for CUSTOMER to request removal from future electronic mail lists. Should a removal be requested, CINTAS will remove requested e-mail address from our mailing list within seven (7) days.
9. Direct Sale returns will be accepted on unworn, unwashed general stock goods. There will be a restocking charge on all returned merchandise after sixty (60) days from delivery unless return is caused by CINTAS. Claims for returns by CUSTOMER must be asserted within one (1) year from date of shipment.
10. Custom or specially manufactured, modified, specially-manufactured custom sizes, or altered garments are not subject to exchange or return, except in the event of defect in materials or workmanship. In such event, CINTAS will replace, repair or issue refund at its discretion.

11. Shipments will be made in accordance with instructions received from CUSTOMER's corporate headquarters, or from the CUSTOMER's units' purchase order(s).
  
12. 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 the 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.

**Confidential Information:** This agreement contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This agreement and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, other than as required for the evaluation of the agreement by employees of CUSTOMER without the prior written authorization of Cintas Corporation and those so authorized may only use the information for the purpose of evaluation consistent with the authorization. Reproduction of any section of this agreement or any attachments hereto must include this legend.



Barbara P. Canavan, 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@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS  
CONTRACT AMENDMENT #3  
CONTRACT #12-JLH-011C  
FACILITIES SOLUTIONS

This Amendment dated September 2, 2014 is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties hereby further agree to the following:

To accept the Cintas Facilities Solutions Agreement, (attached herein) and all of its language, terms and conditions, as part of the Master Agreement #12-JOH-011C.

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

Cintas Corporation

By: Graig Jackson  
print name

signature

Title: Global Account Manager

Date: 9/2/14

Harford County Public Schools

By: Jeffrey LaPorta  
print name

signature

Title: Supervisor of Purchasing

Date: 9/2/14





**FACILITIES SOLUTIONS AGREEMENT**

Location No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Customer No. \_\_\_\_\_

Main Corporate Code → **50716**

Tile & Carpet Corporate Code → **50717**

Date \_\_\_\_\_

Customer/Participating Agency \_\_\_\_\_

Phone \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**UNIFORM PRODUCT RENTAL PRICING:**

Item #	Description	Unit Price

- This agreement is effective as of this date \_\_\_\_\_, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
- Name Emblem \$ \_\_\_\_\_ ea      • Company Emblem \$ \_\_\_\_\_ ea
- Customer Emblem \$ \_\_\_\_\_ 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.
- Minimum Charge \$ \_\_\_\_\_ per delivery.
- Make-Up charge \$ \_\_\_\_\_ 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 Logo Mat \$ \_\_\_\_\_
- Uniform Storage Lockers: \$ \_\_\_\_\_ ea/week, Laundry Lock-up: \$ \_\_\_\_\_ ea/week      Shipping: \$ \_\_\_\_\_
- 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.
- 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.
- Other \_\_\_\_\_

**FACILITY SERVICES PRODUCTS PRICING:**

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

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

Cintas Loc. No: \_\_\_\_\_ CUSTOMER: \_\_\_\_\_  
Please Sign Name \_\_\_\_\_

By: \_\_\_\_\_ Please Print Name \_\_\_\_\_

Title: \_\_\_\_\_ Please Print Title \_\_\_\_\_



## US Communities Participating Public Agencies Terms

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

## Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Garments' Lack of Flame Retardant Or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
6. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
7. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
8. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
9. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
10. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
11. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
12. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
13. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as liquidated damages and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as liquidated damages equal to 50 weeks of rental service.

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

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

If this agreement is cancelled after 24 months of service, Customer shall pay as liquidated damages of 10 weeks of rental service.

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



Barbara P. Canavan, 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@hcps.org

HARFORD COUNTY PUBLIC SCHOOLS  
CONTRACT AMENDMENT #2  
CONTRACT #12-JLH-011C  
FACILITIES SOLUTIONS

This Amendment dated May 2, 2014 (the Execution Date) is entered into between CINTAS, a corporation with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, and any of its subsidiaries and successors, and HARFORD COUNTY PUBLIC SCHOOLS, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014. This document amends the Master Agreement #12-JOH-011C signed by the parties on April 1, 2012.

The Parties hereby further agree to the following:

A price increase of 1.9% on all invoices, effective as of the date of this Amendment. This price increase is effective for all prices, service charges, preparation fees, emblems and loss/replacement values and will affect the services with Cintas' Uniform Rental and Facility Services business divisions.

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

Cintas Corporation

By: Cynthia Jackson  
print name

[Handwritten Signature]  
signature

Title: Global Account Manager

Date: 5/2/14

Harford County Public Schools

By: Jeffrey LaPorta  
print name

[Handwritten Signature]  
signature

Title: Supervisor of Purchasing

Date: 5/2/14





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

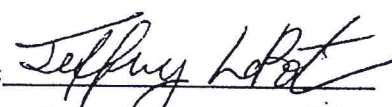
This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors 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