

MA 18P 2001240000000000102
MODIFICATION

State of Maine



Master Agreement

Effective Date: 02/01/20

Expiration Date: 01/31/24

Master Agreement Description: Uniform Rental/Purchase - DOT Bridge

Buyer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Issuer Information

Sue Garcia 207-624-7338 ext. SUE.H.GARCIA@MAINE.GOV

Requestor Information

Sharon Krechkin 207-624-3038 ext. sharon.krechkin@maine.gov

Agreement Reporting Categories

- 1. Code of Conduct

Reason For Modification: Extending Master Agreement - Vendor is holding current pricing.

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000016910

Vendor Name

CINTAS CORP

Alias/DBA

Vendor Address Information

P.O. BOX 630803

CINCINNATI, OH 45263-0803

US

Vendor Contact Information

Kevin Wells
207-854-0000 ext. 507
wellsk@cintas.com

Commodity Information

Vendor Line #: 1

Vendor Name: CINTAS CORP

Commodity Line #: 1

Commodity Code: 98386

Commodity Description: Uniform Rental/Purchase - DOT Bridge

Commodity Specifications: Master Agreement - Rental and Maintenance of Coveralls, needed for the removal of Silica & Lead based paint on Bridges Statewide. Contract will be based on 11 sets of uniform cycle. As per specs attached and made a part of this MA.

Commodity Extended Description: Uniform Rental/Purchase - DOT Bridge

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
300000.00	02/01/20	01/31/24
Catalog Name	Discount	
	0.0000 %	
	Discount Start Date	Discount End Date

Please see authorized signatures displayed on the next page

Each signatory below represents that the person has the requisite authority to enter into this Contract.
The parties sign and cause this Contract to be executed.

State of Maine - Department of Administrative and Financial Services

DocuSigned by:
David Morris 2/15/2023
Signature Date

David Morris, Acting Chief Procurement Officer

Vendor Cintas

DocuSigned by:
Kevin Wells 2/16/2023
Signature Date

Kevin wells GM
Print Representative Name and Title

Division of Procurement Services
ATTN: Sue Garcia, Procurement Analyst II
Burton M. Cross Office Building
9 State House Station
Augusta, ME 04333-0009
Tel.: (207) 624-7338
Fax: (207) 287-6578

Contract Number
MA 18P 200124*102

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Rental, Coveralls DOT

Contractor: Cintas Corp.

Contract Period Extended To: January 31, 2024

Extension Clause: The State reserves the right to extend this contract at new lower pricing and current contract terms and conditions, for a period of one year, with the consent of the contractor.

Agreement to Extend Contract:

In accordance with the above referenced Extension Clause, the undersigned agrees to continue in effect said Contract Number **MA 18P 200124*102** until **1/31/24** with current pricing and existing terms and conditions remaining as shown in the original Annual Contract Award Notification Copy of which is acknowledged on this date.

Contractor:

By (please print name): *Kevin wells*

By (Signature): *[Handwritten Signature]*

E-mail Address: **Kevin Wells – WellsK@cintax.com**

Date:

ACCEPT THE STATE OF MAINE CREDIT CARD: YES NO

Report: It is the responsibility of the vendor to produce a monthly report. The Division of Purchases will require the vendor to submit a monthly report due by the 5th working day of each month on what was purchased during that month. The agency name must be listed as well as how many cards purchased, and the amount of money.

If you have not produced a monthly report during the past year, please submit them as soon as possible. (The reports can be emailed to Sue.h.Garcia@maine.gov)

Dollar value the State has spent on this contract for the past 12 months: \$ *49,667.44*

RIDERS

<input checked="" type="checkbox"/>	The following riders are hereby incorporated into this Contract and made part of it by reference: (check all that apply)
<input checked="" type="checkbox"/>	Rider A – Scope of Work and/or Specifications
<input checked="" type="checkbox"/>	Rider B – Terms and Conditions
<input type="checkbox"/>	Rider C - Exceptions
<input checked="" type="checkbox"/>	Bid Cover Page and Debarment Form
<input checked="" type="checkbox"/>	Debarment, Performance, and Non-Collusion Certification
<input checked="" type="checkbox"/>	Price sheet (attach excel spreadsheet to post on website)
<input type="checkbox"/>	Other – Included at Department's Discretion

RIDER A
Scope of Work and/or Specifications
Uniform Rental Spec.
Bridge Maintenance
Statewide Locations

COMMODITY ITEM: Rental and Maintenance of Coveralls, needed for the removal of Silica & Lead based paint on Bridges Statewide.

CONTRACT PERIOD: Thru January 31, 2024 with the option of (2) two (1) one year renewal will be issued as a result of this contract. The Director of Procurement Services may, with the consent of the contractor extend the Contract period beyond the indicated expiration date.

EXTENSION OF CONTRACT: The Director of the Division of Procurement Services may, with the Consent of the contractor extend the Contract period beyond the indicated expiration date.

PRICES: All Items will be invoiced as individual units, unless otherwise instructed. Prices including transportation and delivery charges fully prepaid by the contractor F.O.B. Destination. Prices will remain firm for the duration of the contract period.

INVOICES: Invoices are to be issued weekly when making delivery/pickup. All invoices must reference Contract Number and Vendor Customer Number, failure to do so could cause lengthy delays of payment of invoices. Invoices sent or issued more than ninety (90) days after the service has been completed may not be paid.

CONTACT PERSON: The contact person will assist with ALL statewide users with issues pertaining to the MA. The contact person for this MA is: Andrew Poirier Tel. # 207-854-0000 Email Address PoirierA@cintas.com.

QUANTITIES: Quantities shown in the proposal schedule are estimates based on current staff. It is understood and agreed that the contract shall cover the actual quantities ordered by the State for delivery during the term of the Contract.

SETUP /ENHANCEMENT/ALTERATIONS CHARGES: The Contractor will provide all NEW uniforms to all employees within forty-five (45) days of the Master Agreement being approved **even if they are the current Contractor.** Used or reconditioned uniforms will be rejected. Measurements for alterations of clothing; size adjustments, waist, length of pant leg, etc., will be performed with-in forty-eight (48) hours of Contractor being notified. The contractor will be responsible for all charges/fees associated with setup, enhancement, and garment alterations to include size changes, and any other alteration described in this bid for the duration of the Master Agreement. The Contractor will be responsible for all charges/fees associated with setup, enhancement, garment alterations to include size changes. The

customer will not be responsible for any of these fees. Measurements for proper fit are to be taken by the Contractor.

INSPECTION/REPLACEMENT: Items supplied under this contract will be inspected at delivery by a Department Designee for cleanliness, condition and accurate counts. Any deficiencies will be taken care of with-in 48 hours. The condition of the uniforms will be reviewed every three months and replaced as needed. The review process will be performed by a Department Designee and the Contractor when the uniforms are picked up for the last time in October, January, April and July. The Contractor shall be responsible for replacement, at no cost to the customer, of garments that have become worn through normal wear and tear when the damage is identified. The customer will be responsible for replacement of garments that are lost or destroyed for reasons other than normal wear and tear. All replacement garments will be new. Used or reconditioned uniforms will be rejected.

DELIVERY: Uniforms must be new at the beginning of the contract and replaced as needed during the length of the contract. Contractor **MUST** inspect all garments thoroughly before delivering to State Agency. Inspection will not release contractor of the responsibility for faulty workmanship and any faulty item or component part will be repaired or replaced by the vendor. The Contractor will be responsible for the delivery of material in first class condition at the point of delivery, and in accordance with good commercial practice.

CLEANING: The Contractor shall pickup, clean and return uniforms on a weekly basis.

SCHEDULED REPLACEMENT: All garments will be replaced with new units after the being in Service for eighteen (19) months, there will be no cost to the Department for scheduled replacement Garments. Used or reconditioned uniforms will be rejected.

ORDERING PROCEDURE: Delivery orders (DO) will be created in AdvantageME for all orders over \$5,000.00. If a DO is used, it will be e-mailed to the email address set up in AdvantageME by the Vendor as a .pdf file. Orders less than \$5,000.00 can be ordered using a P-Card.

PROCUREMENT CARD: State policy requires vendors to accept the State of Maine Procurement Card as a form of payment, with very rare exceptions. Your company will be required to accept these cards. The pricing offered to the State of Maine shall be the final cost to the State of Maine regardless of payment method. No surcharge or other compensation will be allowed. The State of Maine reserves the right to reject your bid if you are unwilling to accept this condition.

NOTE: The State of Maine Procurement Card **WILL NOT** be automatically charged for services

Rendered. Department will review invoices, verify correct pricing and make payment accordingly.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to Sue.h.Garcia@maine.gov within 30 days of the end of each calendar quarter, It will be the responsibility of the vendor to produce a quarterly report. The report must include the dollar value of goods purchased, broken down by Department as well as the total dollar value of purchases made by all Departments. Quarterly reports will start at the being of calendar year.

CODE OF CONDUCT ANTI-SWEATSHOP FEE: Within 30 days of the end of each calendar quarter, you are required to pay a fee in the amount of 1% of the total dollar value of goods purchased through this contract during that quarter. Your payment must be accompanied by a report showing the dollar value of goods purchased, broken down by Department, the total dollar value of purchases by all Departments, and the calculation of 1% of the total dollar value as the fee for the quarter. Checks must be made payable to the Treasurer, State of Maine and must be delivered, along with the quarterly report, to:

Division of Procurement Services

Attn: Vendor Fee

Burton M. Cross Building, 4th Floor

9 State House Station

111 Sewall St.

Augusta, ME 04333-0009

Failure to pay the 1% fee may result in: (1) Loss of future contracts or purchase orders with the State of Maine and/or (2) Immediate termination of the existing contract, within 30 days of written notification.

RENTAL REQUIREMENTS:

1. All employees to be sized and fitted at each delivery site.
2. The Contractor will provide all NEW uniforms to all employees within forty-five (45) days of the Master Agreement being approved **even if they are the current Contractor.** Used or reconditioned clothing will be rejected.
3. Measurements for alterations of clothing; size adjustments, waist, length of pant leg, etc., will be performed with-in forty-eight (48) hours of Contractor being notified. Clothing will be in service with- in seven (7) calendar days after fitting. Alterations will be at no cost to the Department.
4. All new hire employees will be fitted within forty-eight (48) hours of Contractor being notified. Clothing will be new garments only and will be in service with-in seven (7) calendar days after fitting.
5. Replacements will be made for garments in service for eighteen (18) months. Replacements will be new clothing. Used or reconditioned clothing will be rejected.
6. Weekly delivery on a mutually agreeable regularly scheduled day will be made to a site at each facility to be determined by the facility administrator.
7. Contractor must have the ability to handle lead paint dust on all clothing.
8. Clean clothes should be delivered on hangers grouped by employees.
9. All clothing to be identified by employee code or number and name.
10. Dirty clothes bin to be provided by vendor at no cost.
11. Colors to be determined before contract startup.
12. In the event rental garments are lost or destroyed by other than normal wear and tear while in use or stored in the facility, the Department will pay the contractor for the garments on a depreciated scale based on life expectancy and in-service date for each garment. The actual amount to be paid to the Contractor for such loss or destruction will be determined as follows: The Contractor will list the replacement cost for each garment on bid form and shall not exceed Contractor's actual cost for the item. The cost will then be reduced in equal increments through the lesser of 18 months or the life span of the garment. EXAMPLE: Item cost \$20, 6 months service, 18-month service life, becomes $\$20/18 \text{ months} * 12 \text{ months life remaining} = \13 paid to contractor Any proposed variations from this formula must be identified in the bid submission and may result in the rejection of the bid.
13. When an employee is moved to a different location/building the Contractor is to make sure that the re-tagging of the employees clothing co-insides with the employee's original date of issuance.
14. Bids without special fees (Delivery, Environmental, Fuel, Energy, Etc.) will be given more weight during the bid evaluation process. If bidders charge the fee it can only be charged once per week/delivery, **not on a per invoice basis.** Price will still be the top evaluation tool.

Contract will be based on number of items per employee: **11 sets cycle**

Approx. 90 Full Time Employees Statewide

Approx. 2 Part Time Employees Statewide

These numbers are an estimate at the time of the Bid is issued. Actual number of employees may change over the life of the Master Agreement.

CLOTHING REQUIREMENTS: Coveralls needed for removal of Silica & Lead based paint on Bridges.

Contractor must ensure that these and other contaminants are removed each cleaning.

1. Coveralls 100% Cotton, Anti-Static Colors: (no white) Navy, Green or Light Blue
Cintas #910.
2. Coveralls 65/35 Blended, colors: White, Navy, Green or Light Blue.
Cintas #912.
3. Coveralls, Speedsuits, 65/35 Poly/Cotton
Cintas #914.
4. Coveralls, 6 oz. 98/2 Aramid/Static dissipative fibers, colors: Khaki, Navy or Royal
Cintas #387.

It's understood that ALL DOT Statewide locations can utilize this Master Agreement. Below are the current DOT using facilities.

DOT – REGION 1

Bridgeton – 720 Portland Rd., Bridgeton, ME 4 Full Time Employees

Contact: Supervisor – Mike LaPointe Tel: 207-592-2862

Dunstan – 576 US Rte. 1 Scarborough, ME 3 Full Time Employees

Contact: Crew Leader - Frank Hallczuk Tel: 207-592-2734

Poland – 1371 Maine St., Poland, ME 2 Full Time Employees

Contact: Supervisor – Dan Vining Tel: 207-446-3652

DOT – REGION 2

Fairfield – 10 Mountain Ave., Fairfield, ME 5 Full Time Employees
Contact: Luke Peasley Tel: 207-458-9013

Randolph – 72 Birmingham Rd Randolph, ME 5 Full Time Employees
Contact: Randy Perry Tel: 207-707-2187

West Gardiner – 420 Lewiston Rd West Gardiner, ME 5 Full Time Employees
Contact: Chris Pester Tel: 207-215-0362

DOT REGION 3

Dixfield – 547 Main St., Dixfield, ME 4 Full Time Employees
Contact: John Arsenault Tel: 207-592-2751

Farmington – 133 Fyfe Rd., Farmington, ME 4 Full Time Employees
Contact: Dennis Oliver Tel: 207-592-2328

Canaan – 661 Main Street Cannan., ME 4 Full Time Employees
Contact: Gary Ritter Tel: 207-592-2245

DOT REGION 4

Carmel – 991 Fuller Rd., Carmel, ME 5 Full Time Employees
Contact: Derrick Williams Tel: 207-441-4197
Contact: Dave White Tel: 207-592-9153

Guilford – 295 Water St., Guilford, ME 5 Full Time Employees
Contact: John VanAlstyne Tel: 207-441-9347
Contact: Dan Philbrick Tel: 207-478-0844

Hancock – 327 Thorsen Rd., Hancock, ME 4 Full Time Employees
Contact: Stan Collins Tel: 207-944-2294
Contact: Robert Garland Tel: 207-592-3554

Lagrange – 219 Howland Rd. Lagrange, ME 5 Full Time Employees
Contact: Dennis Amero Tel: 207-592-2137
Contact: Ryan Campbell Tel: 207-215-6504

Pembroke – 58 Old County Rd., Pembroke, ME 4 Full Time Employees
Contact: Mark Theriault Tel: 207-592-0608
Contact: Pierre Riquier Tel: 207-557-1698

Plymouth – 2510 Moosehead Trail, Plymouth, ME 5 Full Time Employees
Contact: Camron Smith Tel: 207-469-3051
Contact: Huston Johnson Tel: 207-441-9340

DOT REGION 5

Presque Isle – 33 Spruce St., Presque Isle, ME 4 Full Time Employees
Contact: Jeremy Hartsgrove Tel: 207-592-2691
Contact: Art Berkoski Tel: 207-592-3444
Contact: Kevin Butler Tel: 207-592-9154

**RIDER B
TERMS AND CONDITIONS**

- 1. DEFINITIONS:** The following definitions are applicable to these standard terms and conditions:
 - a. The term “Buyer” or “State” shall refer to the Government of the State of Maine or a person representing the Government of the State of Maine.
 - b. The term “Department” or “DAFS” shall refer to the State of Maine Department of Administrative and Financial Services.
 - c. The term “Bureau” or “BGS” shall refer to the State of Maine Bureau of General Services.
 - d. The term “Division” shall refer to the State of Maine Division of Purchases.
 - e. The term “Contractor”, “Vendor”, or “Provider” shall refer to the organization that is providing goods and/or services through the contract to which these standard terms and conditions have been attached and incorporated.
 - f. The term “Contract” or “Agreement” shall refer to the contract document to which these standard terms and conditions apply, taking the format of a Buyer Purchase Order (BPO) or Master Agreement (MA) or other contractual document that is mutually agreed upon between the State and the Contractor.

- 2. WARRANTY:** The Contractor warrants the following:
 - a. That all goods and services to be supplied by it under this Contract are fit and sufficient for the purpose intended, and
 - b. That all goods and services covered by this Contract will conform to the specifications, drawing samples, symbols or other description specified by the Division, and
 - c. That such articles are merchantable, good quality, and free from defects whether patent or latent in material and workmanship, and
 - d. That all workmanship, materials, and articles to be provided are of the best grade and quality, and
 - e. That it has good and clear title to all articles to be supplied by it and the same are free and clear from all liens, encumbrances and security interest.

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this agreement or relieve the Contractor liability in respect of any warranties or responsibility for faulty material or workmanship. The Contractor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Division of Purchases shall give written notice of observed defects with reasonable promptness.

3. TAXES: Contractor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. Contractor agrees to accept and use tax exemption certificates when supplied by the Division as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Contractor, Contractor agrees to notify the Division and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the Division.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. DELIVERY: Delivery should be strictly in accordance with delivery schedule. If Contractor's deliveries fail to meet such schedule, the Division, without limiting its other remedies, may direct expedited routing and the difference between the expedited routing and the order routing costs shall be paid by the Contractor. Articles fabricated beyond the Division's releases are at Contractor's risk. Contractor shall not make material commitments or production arrangements in excess of the amount or in advance of the time necessary to meet delivery schedule, and, unless otherwise specified herein, no deliveries shall be made in advance of the Division's delivery schedule. Neither party shall be liable for excess costs of deliveries or defaults due to the causes beyond its control and without its fault or negligence, provided, however, that when the Contractor has reason to believe that the deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay will be given immediately to the Division. If the Contractor's delay or default is caused by the delay or default of a subcontractor, such delay or default shall be excusable only if it arose out of causes beyond the control of both Contractor and subcontractor and without fault of negligence or either of them and the articles or services to be furnished were not obtainable from other sources in sufficient time to permit Contractor to meet the required delivery schedule.

6. FORCE MAJEURE: The State may, at its discretion, excuse the performance of an obligation by a party under this Agreement in the event that performance of that obligation by that party is prevented by an act of God, act of war, riot, fire, explosion, flood or other catastrophe, sabotage, severe shortage of fuel, power or raw materials, change in law, court order, national defense requirement, or strike or labor dispute, provided that any such event and the delay caused thereby is beyond the control of, and could not reasonably be avoided by, that party. The State may, at its discretion, extend the time period for performance of the obligation excused under this section by the period of the excused delay together with a reasonable period to reinstate compliance with the terms of this Agreement.

7. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Division of Purchases, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The Division may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the Division for the cost of a complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles or work shall be made unless specified by the Division.

8. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Contract number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Division of Purchases.

9. ALTERATIONS: The Division reserves the right to increase or decrease all or any portion of the work and the articles required by the bidding documents or this agreement, or to eliminate all or any portion of such work or articles or to change delivery date hereon without invalidating this Agreement. All such alterations shall be in writing. If any such alterations are made, the contract amount or amounts shall be adjusted accordingly. In no event shall Contractor fail or refuse to continue the performance of the work in providing of articles under this Agreement because of the inability of the parties to agree on an adjustment or adjustments.

10. TERMINATION: The Division may terminate the whole or any part of this Agreement in any one of the following circumstances:

- a. The Contractor fails to make delivery of articles, or to perform services within the time or times specified herein, or
- b. If Contractor fails to deliver specified materials or services, or
- c. If Contractor fails to perform any of the provisions of this Agreement, or
- d. If Contractor so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, or
- e. If Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors or if a receiver is appointed because of its insolvency, or
- f. Whenever for any reason the State shall determine that such termination is in the best interest of the State to do so.

In the event that the Division terminates this Agreement in whole or in part, pursuant to this paragraph with the exception of 8(f), the Division may procure (articles and services similar to those so terminated) upon such terms and in such manner as the Division deems appropriate, and Contractor shall be liable to the Division for any excess cost of such similar articles or services.

11. NON-APPROPRIATION: Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.

12. COMPLIANCE WITH APPLICABLE LAWS: Contractor agrees that, in the performance hereof, it will comply with applicable laws, including, but not limited to statutes, rules, regulations or orders of the United States Government or of any state or political subdivision(s) thereof, and the same shall be deemed incorporated herein by reference. Awarding agency requirements and regulations pertaining to copyrights and rights in data. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United

States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act, (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

13. INTERPRETATION: This Agreement shall be governed by the laws of the State of Maine as to interpretation and performance.

14. DISPUTES: The Division will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this Contract. The Division will decide all questions, which may arise as to the interpretation of the terms of this Agreement and the fulfillment of this Agreement on the part of the Contractor.

15. ASSIGNMENT: None of the sums due or to become due nor any of the work to be performed under this order shall be assigned nor shall Contractor subcontract for completed or substantially completed articles called for by this order without the Division's prior written consent. No subcontract or transfer of agreement shall in any case release the Contractor of its obligations and liabilities under this Agreement.

16. STATE HELD HARMLESS: The Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and other persons, firm or corporation furnishing or supplying work, services, articles, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this Agreement.

17. SOLICITATION: The Contractor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this Agreement. For breach or violation of this warranty, the Division shall have the absolute right to annul this agreement or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

18. WAIVER: The failure of the Division to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Contractor with respect to such future performance shall continue in full force and effect.

19. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in this State must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

20. COMPETITION: By accepting this Contract, Contractor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the Division of Purchases.

21. INTEGRATION: All terms of this Contract are to be interpreted in such a way as to be consistent at all times with this Standard Terms and Conditions document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Contract.

RIDER C
EXCEPTIONS

N/A

Appendix A


**STATE OF MAINE
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES
DIVISION OF PROCUREMENT SERVICES**

BID COVER PAGE and DEBARMENT FORM

Bidder's Organization Name: Cintas Corporation		
Chief Executive - Name/Title: Todd Schneider		
Tel: 207854-0000	Fax:	E-mail:
Headquarters Street Address: 6800 Cintas Boulevard		
Headquarters City/State/Zip: Mason, OH 45040		
<i>(provide information requested below if different from above)</i>		
Lead Point of Contact for Bid - Name/Title: Kevin wells		
Tel: 207-854-0000	Fax: 207-854-0425	E-mail: wellsk@cintas.com
Street Address: 88 Spiller Drive		
City/State/Zip: Westbrook, ME 04092		

By signing below Bidder affirms:

- Their bid complies with all requirements of this RFQ;
- This bid and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening;
- That no personnel currently employed by the Department or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder's proposal;
- That no attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a proposal; and
- The undersigned is authorized to enter into contractual obligations on behalf of the above-named organization.


Name: Kevin Wells	Title: GM
Authorized Signature: 	Date: 2-10-23

Debarment, Performance, and Non-Collusion Certification

By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals, and any subcontractors named in this proposal:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
 - b. Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
 - i. fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract.*
 - ii. violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;*
 - iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and*
 - iv. have not within a three (3) year period preceding this proposal had one or more federal, state or local government transactions terminated for cause or default.*
 - c. Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
- **Failure to provide this certification may result in the disqualification of the Bidder's proposal, at the discretion of the Department.**

To the best of my knowledge all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.

Name: Kevin Wells	Title: General Manager
Authorized Signature: 	Date: 2-10-23

VENDOR CUSTOMER CODE	SUPPLIER PART NUMBER	SUPPLIER NAME	MANUFACTURER NAME	MANUFACTURER PART NUMBER	COMMODITY CODE	ITEM DESCRIPTION	EXTENDED DESCRIPTION	UNIT OF MEASURE	LIST PRICE	DELIVERY DAYS
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls 100% Cotton/Anti-Static,Sizes 38-54	100% cotton Coverall	wk	\$0.52	5
VC1000016910	912	Cintas	Cintas	912	98322	Coveralls 65/35 Blended, Sizes 38-54, Individual	65/35 Blend Coverall	wk	\$0.32	5
VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Speedsuits, 65/35 Poly/cot,Sm-2X,	65/35 Blend Speedsuit - L/S	wk	\$0.40	5
VC1000016910	387	Cintas	Cintas/ Carhartt	387	98322	Coverall, 98/2 Flame Resistant, Individual, Ca	98/2 FR Coverall	wk	\$1.18	5
VC1000016910	X15	Cintas	Cintas	X15	98322	Service Charge	Service Charge	wk	\$2.50	5
VC1000016910	8000	Cintas	Penco	F-BG8-GRY-CC	98322	Lockers, 8 Compartment Jumbo	8 compartment hanger locker	wk	\$0.00	5
VC1000016910	8002	Cintas	Penco	LF-LDM-GRY	98322	Maxi Soil Locker	Laundry Lock-Up Soil Locker	wk	\$0.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$27.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$25.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$24.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$22.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$21.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$19.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$18.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$16.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$15.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$13.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$12.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$10.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$9.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$7.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$6.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$4.50	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$3.00	5
VC1000016910	910	Cintas	Cintas	910	98322	Coveralls, Replacement - 18 Month Lifespan	100% Cotton/Anti-Static,Sizes 38-54	ea	\$1.50	5
VC1000016910	912	Cintas	Cintas	912	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Blended, Sizes 38-54, Individual	ea	\$21.00	5
VC1000016910	912	Cintas	Cintas	912	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Blended, Sizes 38-54, Individual	ea	\$19.83	5

VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Poly/cot,Sm-2X, Individual, 5	ea	\$7.22	5
VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Poly/cot,Sm-2X, Individual, 4	ea	\$5.78	5
VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Poly/cot,Sm-2X, Individual, 3	ea	\$4.33	5
VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Poly/cot,Sm-2X, Individual, 2	ea	\$2.89	5
VC1000016910	914	Cintas	Cintas	914	98322	Coveralls, Replacement - 18 Month Lifespan	65/35 Poly/cot,Sm-2X, Individual, 1	ea	\$1.44	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, N	ea	\$118.00	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 17	ea	\$111.44	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 16	ea	\$104.89	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 15	ea	\$98.33	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 14	ea	\$91.78	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 13	ea	\$85.22	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 12	ea	\$78.67	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 11	ea	\$72.44	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 10	ea	\$65.56	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 9	ea	\$59.00	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 8	ea	\$52.44	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 7	ea	\$45.89	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 6	ea	\$39.33	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 5	ea	\$32.78	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 4	ea	\$26.22	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 3	ea	\$19.57	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 2	ea	\$13.11	5
VC1000016910	387	Cintas	Cintas	387	98322	Coveralls, Replacement - 18 Month Lifespan	98/2 Flame Resistant, Individual, 1	ea	\$6.56	5