



Master Agreement

Effective Date: 10/29/16

Expiration Date: 10/31/20

Master Agreement Description: CLOTHING RENTAL, DOT ELECTRICIANS CLASS 2 ARK FLASH RATED

Buyer Information

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

Issuer Information

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

Requestor Information

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

Agreement Reporting Categories

Reason For Modification: Extend at current pricing

Authorized Departments

17A TRANSPORTATION

Vendor Information

Vendor Line #: 1

Vendor ID

VC1000093369

Vendor Name

UNIFIRST CORP

Alias/DBA

Vendor Address Information

430 Riverside Industrial Parkway

Portland

US

Vendor Contact Information

Harold Dyer

207-797-4006 ext. 117

Commodity Information

Vendor Line #: 1

Vendor Name: UNIFIRST CORP

Commodity Line #: 1

Commodity Code: 98386

Commodity Description: CLOTHING RENTAL, DOT ELECTRICIANS CLASS 2 ARK FLASH RATED

Commodity Specifications: Extend at current pricing.
Amended spreadsheet, removed items pre Nov. 17.

Commodity Extended Description: Extend at Current Pricing. Amended spreadsheet, removed items pre Nov. 17.
CLOTHING RENTAL, DOT ELECTRICIANS CLASS 2 ARK FLASH RATED

Quantity	UOM	Unit Price
0.00000		0.000000
Delivery Days	Free On Board	
0		
Contract Amount	Service Start Date	Service End Date
0.00		
Catalog Name	Discount	
Unifirst ARK Rated Uniforms	0.0000 %	
	Discount Start Date	Discount End Date
	10/29/16	10/31/20

CONTRACT TERMS & CONDITONS
UNIFORM RENTAL
CLASS 2 ARK FLASH RATED ELECTRICIANS UNIFORM RENTAL –
STATEWIDE - MA 18P 160930-040

Contract is based on number of items per employee.

COMMODITY ITEM: Rental of Class 2 ARK Flash Rated Uniform Shirts, Pants, Jackets, Coveralls & Laundry Bags.

ALL CLOTHING MUST BE CLASS 2 ARK FLASH RATED

CONTACT PERSON: The contact person will help consumers with any issues pertaining to this Master Agreement. The contact person will be: Harold E. Dyer email address Harold_Dyer@unifirst.com

CONTRACT PERIOD: Through October 31, 2020

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.

CANCELLATION OF CONTRACT: The Division of Procurement Services reserves the right to cancel a contract with a thirty (30) day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

PRICES: Prices shown are to be net including transportation charges fully pre-paid by the contractor FOB destination. Prices are to remain firm for the duration of the Contract. **2017 Extension includes 2% lower pricing.**

INVOICES: All invoices must be sent to the using Department within thirty (30) days of the service being completed. Invoices sent or issued more than ninety (90) days after the service has been completed may not be paid.

SETUP/ENHANCEMENT/ALTERATIONS CHARGES: The Contractor will provide NEW uniforms to all employees within thirty (30) days of the Master Agreement being approved. 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 during the duration of the Master Agreement. The customer will not be responsible for any of these fees. Measurements for proper fit are to be taken by the Contractor.

USERS: The Department of Transportation and The Department of Corrections will be the primary users of this Contract. It is understood that other Departments may utilize this Contract during the term.

QUANTITIES: Quantities shown in the proposal schedule were 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.

DELIVERY: Uniforms must be new at the beginning of the contract and replaced as needed during the length of the contract. 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 within 30 days of contract award.

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

ORDERING PROCEDURE: Delivery Orders (DO) will be created in AdvantageME for all orders \$5000.00 and over. DO's or the State of Maine Procurement Card can be used for orders less than \$5,000.00. DO's will be e-mailed to the Vendor as a .pdf file.

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: If the Department elects to use a State Procurement Card for payment, **the card cannot be automatically charged.** The Department will review invoices and once satisfied the invoice are correct, the Department will contact the vendor and authorize payment.

QUARTERLY REPORT: It will be the responsibility of the vendor to produce a quarterly report for sales directly related to this contract. Master Agreement number must be on the report.

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 Purchases
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.

Known CLOTHING REQUIREMENTS FOR MDOT

(5) TRAFFIC ELECTRICIANS AND (2) SUPERVISORS - TRANSPORTATION

Please see attached spreadsheet for itemized list of clothing.

Dept. may want to add additional locations to this contract at a later date.

RENTAL SPECIFICATIONS:

1. All employees to be sized and fitted on site.
2. All employees to have new clothes assigned initially.
3. Staff to choose from men or women's cuts, flat front style or pleated pant, and short or long sleeve shirt.
4. Weekly delivery day to be determined by the facility administrator.
5. Clean clothes should be delivered on hangers, grouped by employees and hung on garment hanger.
6. All clothing to be identified by employee code or number and name.
7. Ditty clothes bin to be provided by vendor.
8. Vendor to have, at a minimum, pants and shirts pressed during their processing.

9. Vendor to provide a performance guarantee.
10. Clothing to be of consistent style and brand for the duration of this contract.
11. Prices are to be by the set and by the individual unit.
12. Individual units can be added or decreased as needed during the contract term.

SUPPLY REQUIREMENTS

1. All uniform items provided under this contract/agreement shall be property of the Contractor and shall be of first quality materials and workmanship and shall be provided on a laundry rental only basis upon written order from an authorized Department representative.
 2. All initial and replacement sets of garments supplied shall be new, unused, first quality, fully altered, free of wrinkles and ready for employees to wear. Any garments found to be unacceptable will be returned to the contractor for no charge replacement.
 3. Contractor will ensure all employees receive properly fitted uniforms, guaranteed to withstand the institutional and industrial use for which these garments are being rented and will be used. Each garment supplied shall bear a colorfast label that clearly indicates the fabric content, size, and manufacturer's name. Fitting disputes between contractor and employee will be resolved by the director responsible for the section employing the individual with the compliant. Fits that are deemed unsatisfactory will be corrected by the contractor at the contractor's expense.
 4. Immediate credit is to be issued to department for all unusable merchandise that is delivered. Uniforms are to be replaced or altered at the Contractor's expense if the uniform articles become ill fitting or are deemed unfit for use and wear. Replacement uniforms or uniforms requested for a new employee shall be altered and delivered no more than two (2) weeks from the initial date of the request for the replacement articles or new issue (normal stock). Contractor will allow two (2) weeks for the return of uniforms being replaced.
 5. Contractor's representative shall contact the departments designated representative to arrange the required fitting of employees who will be using these uniforms. Should an exchange for a different size, additional alterations or replacement of garments be required after being issued to an employee due to poor quality, wear, damage, or improper fit, the contractor shall perform the alterations or provide the replacement garments at no additional cost to the department or any of its employees. Proper fit will be the responsibility of the contractor; any fitting disputes between contractor and employee will be resolved by the Director responsible for the section employing the individual with the compliant.
 6. The contractor shall maintain and repair the garments to keep them in proper condition and appearance. Replacing missing or broken buttons, broken zippers, repairing split seams/hems, replacing frayed uniforms and patching tears shall be performed without request by the department at the time of laundering the garments at no additional cost. Contractor will be allowed two (2) weeks for the return of uniforms being repaired. Uniforms will be replaced at least every 24 months. All uniform replacements must be new garments.
 7. All garments, when delivered, shall be clearly marked for the employee to whom the garments have been issued. The marking for the employee's garment shall contain a barcode system or approved method to be used for tracking the laundering, repair, and delivery of uniforms. Vendor must fully describe the tracking method.
 8. In the event rental garments are lost or destroyed while stored in a department facility or are lost or destroyed by a department employee, the department will pay the contractor for the articles that have been lost or destroyed. The actual amount to be paid to the Contractor for such loss or destruction will
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be determined as follows: The replacement cost for each garment 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 lifespan of the garment. EXAMPLE: Item cost \$20, 6 month service, 18 month service life, becomes $\$20/18 \text{ months} * 12 \text{ months life remaining} = \13 paid to contractor

9. 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.
 10. The estimated totals previously stated are based upon the total number of uniformed permanent employees currently employed at the department. This total may change.
 11. Pick-up and delivery service shall be on a weekly basis. All deliveries and pick-ups are to be carefully counted and documented on itemized records for both the Contractor's and the department's files. Pick-ups and deliveries are to be accomplished on a consistent day each week. In the event of a holiday occurring on the scheduled pick-up and delivery day, the pick-up and delivery will be the next working day after the holiday, unless otherwise arranged by the contractor and department representative.
 12. Pick-ups and deliveries shall be made to a location of department's choice. Department reserves the right to change or otherwise modify this location throughout the life of this contract.
 13. Any and all offered discounts will be taken when payment is being made. In the event of discrepancies in delivery tickets and invoices, payment will not be made to the Contractor until such discrepancies have been resolved to the satisfaction of the department. Invoices must clearly indicate all delivery ticket numbers and the contract prices being charged and submitted in duplicate.
 14. The department along with the Division of Purchases reserves the right to add or delete uniform articles from the contract at any time within five (5) days of written notice to the Contractor.
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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
VC1000093369	10ECDU-SET	UNIFIRST CORP	UNIFIRST CORP	PEJ2DD	98386	Pants, 12 oz. Denim Indura (Navy), 11 sets per wk	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	SET	\$6.36	7
VC1000093369	10FR-SET	UNIFIRST CORP	UNIFIRST CORP	10FR	98386	Pants, 9oz Ultrasoft Dickies Style (Navy), 11 sets per wk	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	SET	\$6.36	7
VC1000093369	09FR09-SET	UNIFIRST CORP	UNIFIRST CORP	09FR09	98386	Shirt, Lng Slv, 7 oz. 6 Khaki, 5 Lt. Blue, 11 sets per wk	Tecasafe Plus Shirt; ATPV 8.4, HRC 2	SET	\$5.39	7
VC1000093369	18SC84-SET	UNIFIRST CORP	UNIFIRST CORP	JLH4BD	98386	Jacket Bomber, Mens, 11 oz. Brown Duck, 2 Sets per wk	Indura Ultra-Soft Jacket; ATPV 12.4, HRC 2	SET	\$4.51	7
VC1000093369	30FR05-SET	UNIFIRST CORP	UNIFIRST CORP	30FR05	98386	Coveralls Armorez FR, Navy, Level 2 Compliant, 2 Sets per wk	Indura Ultra-Soft Coverall; ATPV 12.4, HRC 2	SET	\$1.94	7
VC1000093369	802110-18x30	UNIFIRST CORP	UNIFIRST CORP	802110	98386	Wipes 18 x 30	Fender Cover	EA	\$0.49	7
VC1000093369	802110-x18x18	UNIFIRST CORP	UNIFIRST CORP	802110	98386	Wipes 18 x 18	Shop Towel	EA	\$0.09	7
VC1000093369	10ECDU	UNIFIRST CORP	UNIFIRST CORP	PEJ2DD	98386	Pants, 12 oz. Denim Indura (Navy), Individual Rental	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	EA	\$0.58	7
VC1000093369	10FR	UNIFIRST CORP	UNIFIRST CORP	10FR	98386	Pants, 9 oz Ultrasoft Dickies Style (Navy), Individual Rental	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	EA	\$0.58	7
VC1000093369	09FR09	UNIFIRST CORP	UNIFIRST CORP	09FR09	98386	Shirt, Lng Slv, 7 oz., Khaki, Individual Rental	Tecasafe Plus Shirt; ATPV 8.4, HRC 2	EA	\$0.49	7
VC1000093369	09FR87	UNIFIRST CORP	UNIFIRST CORP	09FR87	98386	Shirt, Lng Slv, 7 oz., Lt. Blue, Individual Rental	Tecasafe Plus Shirt; ATPV 8.4, HRC 2	EA	\$0.49	7
VC1000093369	18SC84	UNIFIRST CORP	UNIFIRST CORP	JLH4BD	98386	Jacket Bomber, Mens, 11 oz. Brown Duck, Individual Rental	Indura Ultra-Soft Jacket; ATPV 12.4, HRC 2	EA	\$2.25	7
VC1000093369	30FR05	UNIFIRST CORP	UNIFIRST CORP	30FR05	98386	Coveralls Armorez FR, Navy, Level 2 Compliant, Indiv Rental	Indura Ultra-Soft Coverall; ATPV 12.4, HRC 2	EA	\$0.95	7
VC1000093369	10ECDU-REPLACE	UNIFIRST CORP	UNIFIRST CORP	PEJ2DD	98386	Pants, 12 oz. Denim Indura (Navy), Replacment	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	EA	\$69.44	7
VC1000093369	10FR-REPLACE	UNIFIRST CORP	UNIFIRST CORP	10FR	98386	Pants, 9 oz Ultrasoft Dickies Style (Navy), Replacment	Indura Ultra-Soft Pant; ATPV 12.4, HRC 2	EA	\$69.44	7
VC1000093369	09FR87-REPLACE	UNIFIRST CORP	UNIFIRST CORP	09FR87	98386	Shirt, Lng Slv, 7 oz., Khaki, Replacment	Tecasafe Plus Shirt; ATPV 8.4, HRC 2	EA	\$58.75	7
VC1000093369	09FR09-REPLACE	UNIFIRST CORP	UNIFIRST CORP	09FR09	98386	Shirt, Lng Slv, 7 oz., Lt. Blue, Replacment	Tecasafe Plus Shirt; ATPV 8.4, HRC 2	EA	\$58.75	7
VC1000093369	18SC84-REPLACE	UNIFIRST CORP	UNIFIRST CORP	JLH4BD	98386	Jacket Bomber, Mens, 11 oz. Brown Duck, Replacment	Indura Ultra-Soft Jacket; ATPV 12.4, HRC 2	EA	\$270.37	7
VC1000093369	30FR05-REPLACE	UNIFIRST CORP	UNIFIRST CORP	30FR05	98386	Coveralls Armorez FR, Navy, Level 2 Compliant, Replacment	Indura Ultra-Soft Coverall; ATPV 12.4, HRC 2	EA	\$113.93	7
VC1000093369	802110-REPLACE	UNIFIRST CORP	UNIFIRST CORP	802110	98386	Wipes (price per wipe) Replacment	Automatic Replacement	EA	\$0.87	7
VC1000093369	Bag-Laundry 160930-040	UNIFIRST CORP	UNIFIRST CORP	Bag	98386	Laundry Bags supplied for dirty laundry, 2 Each per wk	NA	EA	\$0.00	7
VC1000093369	DEFE MA 160930-040	UNIFIRST CORP	UNIFIRST CORP	DEFE	98386	FEE Per Invoice Delivery, Energy, Fuel, Environmental	NA	EA	\$2.00	7

Division of Purchases
Burton M Cross Bldg.
9 State House Station
Augusta, ME 04333-0009
Tel. (207) 624-7338
Fax.# (207) 287-6578

Contract Number
MA 160930*40

EXTENSION OF ANNUAL CONTRACT

Commodity Item: Clothing Rental, DOT Electricians Class 2 Ark Flash Rated

Contractor: Unifirst Corp.

Contract Period Extended To: 10/31/20

Extension Clause: The State reserves the right to extend this contract 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 No # MA 160930*40 until Oct. 31, 2020 with all terms, conditions remaining as shown in the original contract.

Copy of which is acknowledged on this date.

Contractor: Unifirst Corporation
By: Harold E. Dyer
E-mail Address: harold_dyer@unifirst.com
Date: 10/31/19
Dollar value the State has spent on this contract for the past 12 months: \$4,222.96