

MA 18P 2005210000000000146
NEW

State of Maine



Master Agreement

Effective Date: 06/01/20

Expiration Date: 05/31/22

Master Agreement Description: Riverview Psychiatric Center - Uniforms Rental

Buyer Information

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

Issuer Information

Cynthia Michaud 207-624-4680 ext. CYNTHIA.MICHAUD@MAINE.GOV

Requestor Information

Cynthia Michaud 207-624-4680 ext. CYNTHIA.MICHAUD@MAINE.GOV

Agreement Reporting Categories

- 1. Code of Conduct

Authorized Departments

10A DEPT OF HUMAN SERVICES

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

Rodney Tillotson
207-854-0000 ext. 507
tillotsonr@cintas.com

Commodity Information

Vendor Line #: 1

Vendor Name: CINTAS CORP

Commodity Line #: 1

Commodity Code: 98386

Commodity Description: Riverview Psychiatric Center - Uniforms Rental

Commodity Specifications: Master Agreement for Uniform Rental. Please see attachment for complete specifications made a part of this MA.

Commodity Extended Description: Riverview Psychiatric Center - Uniforms Rental - Kitchen & Maintenance Staff.

Quantity 0.00000	UOM	Unit Price 0.000000
Delivery Days 14	Free On Board	
Contract Amount 0.00	Service Start Date	Service End Date
Catalog Name Uniform Rental - Cintas	Discount 0.0000 %	
	Discount Start Date 06/01/20	Discount End Date 05/31/22

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:
Jaime C. Schorr 5/21/2020
6D6437754DD0459...
Signature Date

Jaime C. Schorr, Chief Procurement Officer

Vendor cintas

DocuSigned by:
Mike Cabral 5/21/2020
3544BA667AA444D...
Signature Date

Mike Cabral Market Development Rep.

Print Representative Name and Title

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
RIVERVIEW PSYCHIATRIC CENTER

COMMODITY ITEM: Rental of Uniforms including but not all inclusive: Food Processing Shirts, Pants, Polo Shirts, Bib Aprons, Kitchen Towels, & Maintenance Pants, Shirts, & Coats.

CONTRACT PERIOD: A Two (2) year contract beginning June 1, 2020 thru May 31, 2022 with the option of (1) one (3) three 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 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 day written notice OR cancel immediately if the contractor does not conform to terms and conditions and specifications of contract.

VENDOR CONTACT: The vendor will provide a single contact person with whom any and all Master Agreement issues can be discussed and resolved. The contact person is: Jeff Sumwalt, Tel: 631-664-5991, Email: SumwaltJ@cintas.com

PRICES: All items will be invoiced as individual units and must include ALL transportation and delivery charges fully prepaid by the contractor F.O.B. Destination. Prices will remain firm for the duration of the contract period.

SETUP/ENHANCEMENT/ALTERATIONS CHARGES: The Contractor will be responsible for all charges/fees associated with setup, enhancement and 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. The Contractor shall be responsible for replacement, at no cost to the customer, of garments that have become worn through normal wear and tear. The customer will be responsible for replacement of garments that are lost or destroyed for reasons other than normal wear and tear.

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.

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 March, June, September and December.** The Contractor shall be responsible for replacement, at no cost to the customer, for 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. **The Department Designee will be shown the damaged garment before the Department can be charged for it.**

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.

DELIVERY: Items must be delivered with-in one calendar week. 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.

SUBSTITUTIONS: No item will be allowed to be substituted, added or removed from the list of contracted items **without prior approval by The Division of Procurement Services.**

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.

INVOICES: Separate invoices are required for each order number. All invoices must reference Contract Number and Vendor Customer Number, failure to do so could cause lengthy delays of payment of invoices. Invoices are to be grouped by individual DHHS department utilizing the Master Agreement with a sub total for each individual department with a grand total for the entire invoice. Examples of DHHS departments include but is not all inclusive are: Maintenance, Dietary and Kitchen. All invoices should be issued within 30 days of delivery.

Itemized monthly invoices are to be sent to:
Riverview Psychiatric Center, C/O Business Office
11 SHS, Augusta ME 04333

Accounts Payable: Cindy Michaud, Business Office – 207-624-4680

QUARTERLY REPORT: The Division of Procurement Services **requires a quarterly report of sales** be e-mailed to the attn: 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.

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 SHS
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.

Contract will be based on number of items per employee.

Kitchen Staff

6 Cooks – 13 Sets of White Food Processing Shirts & Pants each.

8 Food Service Workers – 13 Sets of Polo Shirts and Pants each

6 Clients – 3 ea. Polo Shirts

For Kitchen Staff: Style and color of uniform shall be chosen by Food Service Manager

Maintenance Staff:

9 – Shirts & Pants 11 sets each.

9 - Hip Jacket – 2 Summer/Fall

For Maintenance Staff: Style and color of uniform shall be chosen by Director of Environmental Services

RENTAL OPTIONS:

1. All employees to be sized and fitted on site.
2. Alteration as needed, etc. length of pant leg.
3. All employees to have new clothes assigned initially.
4. Staff to choose from men or women's cuts.
5. Weekly delivery to be made to a site at each facility to be determined by the facility administrator.
6. Clean clothes should be delivered on hangers grouped by employees
7. Any bundling strings shall be removed from bib aprons and Kitchen Towels before delivering to RPC
8. All clothing to be identified by employee code or number and name.
9. Dirty clothes bin to be provided by vendor.
10. Colors as stated below under "Clothing Requirements".
11. Vendor to have, at a minimum, pants and shirts pressed during their processing.
12. Vendor to show manner that statistics are kept so that facilities can properly assess by individual the cleaning service utilization rate. (must be faxed by bid opening date 207-287-6578)
13. Vendor to include garment replacement policy with bid (must be faxed by bid opening date)
14. Vendor to provide a performance guarantee with bid (must be faxed by bid opening date).
15. In the event rental garments are lost or destroyed while stored in the facility or are lost or destroyed by an employee, facility 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 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 lifespan of the garment. EXAMPLE: Item cost

\$20, 6 months service, 18 month service life, becomes \$20/18 months* 12 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.

16. When an employee is moved to a different location/building the Contractor is to make sure that the re-tagging of the employees clothing coincides with the employee's original date of issuance.

CLOTHING REQUIREMENTS FOR KITCHEN (20) PERSONNEL:

(13) Each, white or black Food Processing Shirts 65% Polyester/35% Cotton

(13) Each, Chef Pant – Drawstring – Black & White Houndstooth.

(13) Comfort Pants – choice of color Blue or Black

(13) Chef Pants – Black 100% Polyester

(13) Each, Polo Shirts – 100% Poly, Choice of Color: Blue,

Black or Red (200) Weekly, Bib Aprons – White – No

Pockets

(650) Kitchen Towels, 12" x 18" as specified below

(13) Women's Pants Choice of Color: Blue or Black

(3) Each, Polo Shirts for clients Choice of color: Blue or Black

CLOTHING REQUIREMENTS FOR (8) MAINTENANCE PERSONNEL:

(11) Each, Pants

(11) Each, Work Shirts

(2) Each, Hip Jacket, Summer/Fall

ADDITIONAL ITEMS:

- Soiled Laundry Locker

Patches

All patches to have ½" letters.

**Clothing Description must meet or exceed below specifications
Specifications are from Cintas Catalog**

High Image Jacket

Micro Weave Comfort Shirt

Color: Lt Blue, tan or grey

Fabric: 65/35 polyester, Pockets on Shirt left/right side with button.

Comfort Flex Pant

Fabric: 65/35 Polyester/combed cotton, Color: Black / Blue / Grey

Chef Pant, Baggy

Full elastic waist with drawstring, zipper fly, 100% spun polyester, 7 oz. Sq./yd. Printed black and white houndstooth, Visa finish. 2 Side pockets, 1 hip pocket right back.

Chef Pant

Black 100% Polyester

Woman's Comfort Work Pants

Elastic side waistband or Elastic Half, button closure, 65/35 poly/cotton twill. Color: Black

Polo Shirts

100% Polyester. 3 buttons, short sleeve, color Blue or Black.

White Food processing Shirt:

65% Polyester / 35% Cotton Color: White

Women's Pants:

65% Poly / 35% cotton Color: Black

Women's Pleated Pants:

65% Poly / 35% Cotton Color: Black

Bib Aprons

Bib Style, 100% polyester, no pockets, 29" W x 34" L. One size Color: White

Kitchen Towels

100% Cotton, 12" W x 18" H

Embroidery

Polo Shirts and Food Processing Shirt with embroidered patch "Courtyard Café" with a little swish under the wording. Customized emblem.

Patches

Maint./Engineering

New clothing on Master Agreement – May 2020

Chef Coat, Long Sleeve, White or Black

65% polyester/35% cotton. Sizing XS- 4XL

Chef Coat, Short Sleeve, White or Black

65% polyester/35% cotton. Sizing XS- 4XL

Chef Work Cook Shirt, White or Black

65% polyester/35% cotton. Sizing XS- 4XL

Chef Pants, Black or Checked

65% polyester/35% cotton. Sizing XS- 4XL

Comfort Shirt, Dark Blue

65% Polyester/35% Cotton. Sizing S-6X

Carhartt Tradesman Work Shirt, Dark Blue or Khaki

60% Polyester/40% Cotton. Sizing S-5X

Carhartt Feather Weight FR Shirt, Navy

74% Meta-Aramid/20% Modacrylic/5% Para-Aramid 1% Anti-Static Fabric. Sizing S-5X

Carhartt Work Dungarees, Navy

60% Cotton/40% Poly Blend. Sizing 29x30 - 54x32

Carhartt Rugged Flex Work Pants, Charcoal

45% Polyester Bicomponent/35% Polyester/20% Cotton. Sizing 30x30 - 46x32

Carhartt FR Cargo Pants, Navy

48% Tencel/40% Modacrylic/12% Aramid. Sizing 28x30 - 54x32

Carhartt Tradesman Jacket, Navy

60% Cotton/40 Poly Shell/100% Nylon Lining. Sizing S-5X

Cargo Pant, Navy

65% Polyester/35% Cotton. Sizing 28x28 - 58x32

Customer agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT CONTRACTOR HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. CONTRACTOR MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Contractor from any and all liability that results or may result from the use of the garments, including but not limited to any alleged failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Contractor from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

**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

QUOTATION # 10A 200323*266

Part numbers covered by this document:

See attached for list of item #'s.

The person signing this affidavit certifies that he/she has fully informed himself/herself regarding the accuracy of the statements contained herein, and under penalty of perjury, affirms the truth thereof, such penalties being applicable to the bidder/contractor as well as to the person signing in its behalf:

Name of Company: Cintas Corporation

Street Address: 88 Spiller Drive

City, State, Zip code: Westbrook, ME 04092

Telephone: 207-854-0000 **Fax:** 207-854-0425

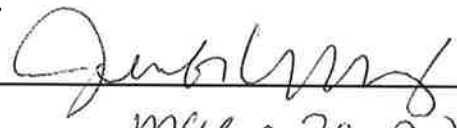
Authorized Signature: 

Printed Name and Title: Mike Cabral, Market Development Representative

<u>MANUFACTURER NAME</u>	<u>COUNTRY OF ORIGIN</u>
<u>See attached</u>	<u>See attached</u>

Personally appeared the above named  and made oath that the above statement by him/her is true.

Before me



Date

May 20, 2020

JENNIFER G. YOUNG
Notary Public – Maine
My Commission Expires Nov 8, 2024

MUST BE FILLED OUT AND EITHER ATTACHED TO YOUR RESPONSE OR SCANNED AND EMAILED TO Sue.h.Garcia@maine.gov, WITH QUOTE #, COC AFFIDAVIT, IN THE SUBJECT LINE. NO LATER THAN BID OPENING DATE & TIME,

Plant	Address
Apparel Brands	DE DONDE FUE LA PEPSI 2 C AL LAGO. MANAGUA NICARAGUA
Ensamblés	Calle Orizaba No. 2346 Col. Independencia Nueva Rosita, Coahuila, Mexico
Gloria Apparel	Batiment No. 11 17 Sonapi Boulevard Toussaint Louverture Port au Prince Quest HT6110 Port au Prince Centre Haiti
CIA	Parc Shodecosa Bld. #C-1 Route National #1 Port-Au-Prince, Haiti
HPA	#18 RUE JEAN GILLES ROUTE DE L'AEROPORT, PORT-AU-PRINCE, HAITI
AINO	4TH FLOOR OF SOUTH BUILDING, NO. 592 GANGXING NO. 1 ROAD, COMPREHENSIVE BONDED ZONE HIGH-TECH DISTRICT JINAN,SHANDONG, CHINA 250102
Standard	Sector 33, P.O Box 49, Al Hassan Industrial Zone, Ramtha, Irbid , Jordan
Texray	Altajamouat Industrial City, Industrial Building V, PO Box 42, Amman, Sahab, Jordan 11636
Chef Works	12325 Kerran St, Poway, CA 92064
CDH	Zona Libre Pride Carretera Hacia Muelle de Cabotaje Frenta a Colonia Villa Mary La Ceiba, Honduras, C.A.
Unitex	Dallas, Texas
Cherryfield	Shed No. 6, Athi-River EPZ Zone, Nairobi, Kenya

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: Scott Farmer, Chief Executive Officer		
Tel: 207-854-0000	Fax: 207-854-0425	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: Mike Cabral		
Tel: 207-854-0000	Fax: 207-854-0425	E-mail: CabralA@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: Mike Cabral	Title: Market Development Representative
Authorized Signature: 	Date: 4/13/2020


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: Mike Cabral	Title: Market Development Representative
Authorized Signature: 	Date: 4/13/2020

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	2864	Cintas Corp	Cintas Corp	2864	98386	RENTAL, Apron, Bib, 100% polyeter, White, No Pockets	One Size	EA	\$0.330	14
VC1000016910	970 671	Cintas Corp	Cintas Corp	970 671	98386	RENTAL, Jacket, Hip, Summer/Fall, W/zip out liner, Sm-3X	65/35 poly/cotton	EA	\$0.407	14
VC1000016910	65177	Cintas Corp	Cintas Corp	65177	98386	RENTAL, Pant Chef, Black Color #35	100% Polyester	EA	\$0.260	14
VC1000016910	945	Cintas Corp	Cintas Corp	945	98386	RENTAL, Pant, Comfort, Blk, Poly/Cot. 65/35, Sizes Sm-3X	Style # 51256	EA	\$0.193	14
VC1000016910	390	Cintas Corp	Cintas Corp	390	98386	RENTAL, Pant, Womens Pleated, Blk, Sm-3X	65/35 poly/cotton	EA	\$0.275	14
VC1000016910	395-35	Cintas Corp	Cintas Corp	395-35	98386	RENTAL, Pant, Womens, Curvy Fit, Blk, Sizes 0 Reg-28 Tall	Twill	EA	\$0.275	14
VC1000016910	846	Cintas Corp	Cintas Corp	846	98386	RENTAL, Pant, Women, Side or Half Elast, Blue/Blk/Grey, Sm-3X	65/35 ploy/cotton	EA	\$0.300	14
VC1000016910	275-35	Cintas Corp	Cintas Corp	275-35	98386	RENTAL, Shirt, Polo, Blk, Sm-3X	100% Polyester	EA	\$0.346	14
VC1000016910	275-22	Cintas Corp	Cintas Corp	275-22	98386	RENTAL, Shirt, Polo, Blue, Sm-3X	100% Polyester	EA	\$0.346	14
VC1000016910	275-15	Cintas Corp	Cintas Corp	275-15	98386	RENTAL, Shirt, Polo, Red, Sm-3X	100% Polyester	EA	\$0.346	14
VC1000016910	935	Cintas Corp	Cintas Corp	935	98386	RENTAL, Shirt, Work, Comfort, Dark or LT Blue/Tan/Grey, Sm-3X	65/35 poly/cotton	EA	\$0.173	14
VC1000016910	2173	Cintas Corp	Cintas Corp	2173	98386	RENTAL, Towels, Kitchen, 12 x 18, 100% Cotton	100% Cotton	EA	\$0.110	14
VC1000016910	330-R-LS	Cintas Corp	Cintas Corp	330	98386	RENTAL, Shirt, Long Sleeve, Cotton, Blue	100% Cotton	EA	\$0.255	14
VC1000016910	330-R-SS	Cintas Corp	Cintas Corp	330	98386	RENTAL, Shirt, Short Sleeve, Cotton, Blue	100% Cotton	EA	\$0.255	14
VC1000016910	340	Cintas Corp	Cintas Corp	340	98386	RENTAL, Pants, Cotton, Black	100% Cotton	EA	\$0.346	14
VC1000016910	910	Cintas Corp	Cintas Corp	910	98386	RENTAL, Coverall Pants, Cotton, Blue	100% Cotton	EA	\$0.530	14
VC1000016910	270	Cintas Corp	Cintas Corp	270	98386	RENTAL, Pants, Cargo, 65/35 Poly/Cotton, Tan or Black	NA	EA	\$0.336	14
VC1000016910	64449-LS-W	Cintas Corp	Cintas Corp	64449-	98386	RENTAL, Chef Coat, Long Sleeve, White	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.440	14
VC1000016910	64449-LS-B	Cintas Corp	Cintas Corp	64449-	98386	RENTAL, Chef Coat, Long Sleeve, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.490	14
VC1000016910	64449-SS-W	Cintas Corp	Cintas Corp	64449-	98386	RENTAL, Chef Coat, Short Sleeve, white	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.440	14
VC1000016910	64449-SS-B	Cintas Corp	Cintas Corp	64449-	98386	RENTAL, Chef Coat, Short Sleeve, black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.490	14
VC1000016910	64251-W	Cintas Corp	Cintas Corp	64251-	98386	RENTAL, Chef Work Cook Shirt, White	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.330	14
VC1000016910	64251-B	Cintas Corp	Cintas Corp	64251-	98386	RENTAL, Chef Work Cook Shirt, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.370	14
VC1000016910	65177-B	Cintas Corp	Cintas Corp	65177-	98386	RENTAL, Chef Pants, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.260	14
VC1000016910	65177-Checked	Cintas Corp	Cintas Corp	65177-	98386	RENTAL, Chef Pants, Checked	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$0.260	14
VC1000016910	935-19	Cintas Corp	Cintas Corp	935-19	98386	RENTAL, Comfort Shirt, Dark Blue	65% Polyester/35% Cotton. Sizing S-6X	EA	\$0.170	14

VC1000016910	384-19	Cintas Corp	Carhartt	384-19	98386	RENTAL, Carhartt Tradesman Work Shirt, Dark Blue	60% Polyester/40% Cotton. Sizing S-5X	EA	\$0.480	14
VC1000016910	384-62	Cintas Corp	Carhartt	384-62	98386	RENTAL, Carhartt Tradesman Work Shirt, Khaki	60% Polyester/40% Cotton. Sizing S-5X	EA	\$0.480	14
VC1000016910	392-20	Cintas Corp	Carhartt	392-20	98386	RENTAL, Carhartt Feather Weight FR Shirt, Navy	74% Meta-Aramid/20% Modacrylic/5% Para-Aramid 1% Anti-Static Fabric. Sizing S-5X	EA	\$0.470	14
VC1000016910	383-20	Cintas Corp	Carhartt	383-20	98386	RENTAL, Carhartt Work Dungarees, Navy	60% Cotton/40% Poly Blend. Sizing 29x30 - 54x32	EA	\$0.490	14
VC1000016910	74533-33	Cintas Corp	Carhartt	74533-33	98386	RENTAL, Carhartt Rugged Flex Work Pants, Charcoal	45% Polyester Bicomponent/35% Polyester/20% Cotton. Sizing 30x30 - 46x32	EA	\$0.550	14
VC1000016910	344-20	Cintas Corp	Carhartt	344-20	98386	RENTAL, Carhartt FR Cargo Pants, Navy	48% Tencel/40% Modacrylic/12% Aramid. Sizing 28x30 - 54x32	EA	\$0.470	14
VC1000016910	378-20	Cintas Corp	Carhartt	378-20	98386	RENTAL, Carhartt Tradesman Jacket, Navy	60% Cotton/40 Poly Shell/100% Nylon Lining. Sizing S-5X	EA	\$1.200	14
VC1000016910	270-20	Cintas Corp	Cintas Corp	270-20	98386	RENTAL, Cargo Pant, Navy	65% Polyester/35% Cotton. Sizing 28x28 - 58x32	EA	\$0.340	14
VC1000016910	330-RPLAC-LS	Cintas Corp	Cintas Corp	330	98386	REPLAC, Shirt, Long Sleeve, Cotton, Blue	100% Cotton	EA	\$18.320	14
VC1000016910	330-RPLAC-SS	Cintas Corp	Cintas Corp	330	98386	REPLAC, Shirt, Short Sleeve, Cotton, Blue	100% Cotton	EA	\$18.320	14
VC1000016910	340	Cintas Corp	Cintas Corp	340	98386	REPLAC, Pants, Cotton, Black	100% Cotton	EA	\$23.920	14
VC1000016910	910	Cintas Corp	Cintas Corp	910	98386	REPLAC, Coverall Pants, Cotton, Blue	100% Cotton	EA	\$37.800	14
VC1000016910	270	Cintas Corp	Cintas Corp	270	98386	REPLAC, Pants, Cargo, 65/35 Poly/Cotton, Tan or Black	NA	EA	\$27.490	14
VC1000016910	2864-REPLAC	Cintas Corp	Cintas Corp	2864-REPLAC	98386	REPLAC, Apron, Bib, 100% polyeter, White, No Pockets	One Size	EA	\$3.960	14
VC1000016910	970 671-REPLAC	Cintas Corp	Cintas Corp	970 671-REPLAC	98386	REPLAC, Jacket, Hip, Summer/Fall, W/zip out liner, Sm-3X	65/35 poly/cotton	EA	\$31.560	14
VC1000016910	65177-REPLAC	Cintas Corp	Cintas Corp	65177-REPLAC	98386	REPLACE, Pant Chef, Black Color #35	100% Polyester	EA	\$26.230	14
VC1000016910	596-REPLAC	Cintas Corp	Cintas Corp	596-REPLAC	98386	REPLAC, Pant, Comfort, Blk Poly/Cot. 65/35, Sizes Sm-3X	65/35 poly/cotton	EA	\$21.380	14
VC1000016910	395-35-REPLAC	Cintas Corp	Cintas Corp	395-35-REPLAC	98386	REPLAC, Pant, Womens Pleated, Blk, Sm-3X	Twill	EA	\$21.380	14
VC1000016910	846-REPLAC	Cintas Corp	Cintas Corp	846-REPLAC	98386	REPLAC, Pant, Womens, Curvy Fit, Blk, Sizes 0 Reg-28 Tall	65/35 ploy/cotton	EA	\$21.380	14
VC1000016910	945-REPLAC	Cintas Corp	Cintas Corp	945-REPLAC	98386	REPLAC, Pant, Women, Side or Half Elast, Blue/Blk/Grey, Sm-3X	Style # 51256	EA	\$18.320	14
VC1000016910	275-35-REPLAC	Cintas Corp	Cintas Corp	275-35-REPLAC	98386	REPLAC, Shirt, Polo, Blk, Sm-3X	100% Polyester	EA	\$28.500	14
VC1000016910	275-22-REPLAC	Cintas Corp	Cintas Corp	275-22-REPLAC	98386	REPLAC, Shirt, Polo, Blue, Sm-3X	100% Polyester	EA	\$28.500	14
VC1000016910	275-15-REPLAC	Cintas Corp	Cintas Corp	275-15-REPLAC	98386	REPLAC, Shirt, Polo, Red, Sm-3X	100% Polyester	EA	\$28.500	14
VC1000016910	935-REPLAC	Cintas Corp	Cintas Corp	935-REPLAC	98386	REPLAC, Shirt, Work, Comfort, LT Blue/Tan/Grey, Sm-3X	65/35 poly/cotton	EA	\$15.270	14
VC1000016910	2173-REPLAC	Cintas Corp	Cintas Corp	2173-REPLAC	98386	REPLAC, Towels, Kitchen, 12 x 18, 100% Cotton	100% Cotton	EA	\$0.260	14

VC1000016910	64449-RPLAC-LS-W	Cintas Corp	Cintas Corp	64449-	98386	REPLACE, Chef Coat, Long Sleeve, White	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$29.700	14
VC1000016910	64449-RPLAC-LS-B	Cintas Corp	Cintas Corp	64449-	98386	REPLACE, Chef Coat, Long Sleeve, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$29.700	14
VC1000016910	64449-RPLAC-SS-W	Cintas Corp	Cintas Corp	64449-	98386	REPLACE, Chef Coat, Short Sleeve, white	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$29.700	14
VC1000016910	64449-RPLAC-SS-B	Cintas Corp	Cintas Corp	64449-	98386	REPLACE, Chef Coat, Short Sleeve, black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$29.700	14
VC1000016910	64251-RPLAC-W	Cintas Corp	Cintas Corp	64251-	98386	REPLACE, Chef Work Cook Shirt, White	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$21.100	14
VC1000016910	64251-RPLAC-B	Cintas Corp	Cintas Corp	64251-	98386	REPLACE, Chef Work Cook Shirt, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$21.100	14
VC1000016910	65177-RPLAC-B	Cintas Corp	Cintas Corp	65177-	98386	REPLACE, Chef Pants, Black	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$26.230	14
VC1000016910	65177-RPLAC-Checked	Cintas Corp	Cintas Corp	65177-	98386	REPLACE, Chef Pants, Checked	65% polyester/35% cotton. Sizing XS- 4XL	EA	\$26.230	14
VC1000016910	935-19	Cintas Corp	Cintas Corp	935-19	98386	REPLACE, Comfort Shirt, Dark Blue	65% Polyester/35% Cotton. Sizing S-6X	EA	\$15.270	14
VC1000016910	384-19	Cintas Corp	Carhartt	384-19	98386	REPLACE, Carhartt Tradesman Work Shirt, Dark Blue	60% Polyester/40% Cotton. Sizing S-5X	EA	\$24.300	14
VC1000016910	384-62	Cintas Corp	Carhartt	384-62	98386	REPLACE, Carhartt Tradesman Work Shirt, Khaki	60% Polyester/40% Cotton. Sizing S-5X	EA	\$24.300	14
VC1000016910	392-20	Cintas Corp	Carhartt	392-20	98386	REPLACE, Carhartt Feather Weight FR Shirt, Navy	74% Meta-Aramid/20% Modacrylic/5% Para-Aramid 1% Anti-Static Fabric. Sizing S-5X	EA	\$72.000	14
VC1000016910	383-20	Cintas Corp	Carhartt	383-20	98386	REPLACE, Carhartt Work Dungarees, Navy	60% Cotton/40% Poly Blend. Sizing 29x30 - 54x32	EA	\$29.700	14
VC1000016910	74533-33	Cintas Corp	Carhartt	74533-33	98386	REPLACE, Carhartt Rugged Flex Work Pants, Charcoal	45% Polyester Bicomponent/35% Polyester/20% Cotton. Sizing 30x30 - 46x32	EA	\$54.000	14
VC1000016910	344-20	Cintas Corp	Carhartt	344-20	98386	REPLACE, Carhartt FR Cargo Pants, Navy	48% Tencel/40% Modacrylic/12% Aramid. Sizing 28x30 - 54x32	EA	\$63.000	14
VC1000016910	378-20	Cintas Corp	Carhartt	378-20	98386	REPLACE, Carhartt Tradesman Jacket, Navy	60% Cotton/40 Poly Shell/100% Nylon Lining. Sizing S-5X	EA	\$90.000	14
VC1000016910	270-20	Cintas Corp	Cintas Corp	270-20	98386	REPLACE, Cargo Pant, Navy	65% Polyester/35% Cotton. Sizing 28x28 - 58x32	EA	\$27.490	14