



HARFORD COUNTY
PUBLIC SCHOOLS

Inspire • Prepare • Achieve

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

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

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

The Parties hereby further agree to the following:

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

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

Cintas Corporation

By: Cathy Jackson

Print Name

Signature

Title: Global Account Mgr

Date: 3/13/17

Harford County Public Schools

By: Sherry Ramsey

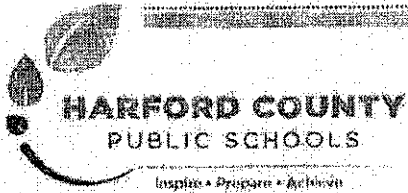
Print Name

Signature

Title: Procurement Specialist

Date: 3/13/17





Barbara P. Canavan, Superintendent of Schools
 102 S. Hickory Avenue, Bel Air, Maryland 21014
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Purchasing Department
 Jeffrey LaPorta, Supervisor of Purchasing
 410-638-4083, jeff.laporta@hcps.org

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

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

The Parties further agree to the following:

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

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

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

HARFORD COUNTY PUBLIC SCHOOLS

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

CINTAS

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





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Purchasing Department
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410-638-4083, jeff.laporta@hcps.org

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

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

WITNESSETH

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

WHEREAS, this agreement is made on behalf of Harford County Public Schools, Maryland and other participating governmental agencies, through the U.S. Communities Government Purchasing Alliance;

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

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

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

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

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

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

Customer:

**HARFORD COUNTY PUBLIC SCHOOLS,
MARYLAND**

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

Company:

CINTAS CORPORATION

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

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



Exhibit A: Catalog Pricing and Uniform Options

(See Attached Excel Spreadsheet)

Note:

1. Do prices noted above include embroidery, modifications and/or trim application?

YES

x

NO

2. Custom fabrics, trims and components to support your program are itemized above?

YES

x

NO

EXHIBIT B –Direct Sale Terms & Conditions

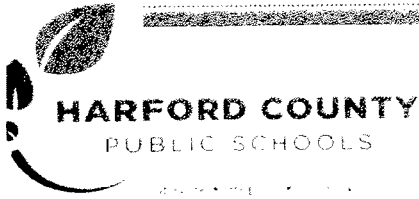
CINTAS will service CUSTOMER's account(s) based on the following:

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

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

12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to the applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

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



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Purchasing Department
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410-638-4083, jeff.laporta@hcps.org

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

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

The Parties herby further agree to the following:

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

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

Cintas Corporation

By: Craig Jackson
print name

[Signature]
signature

Title: Global Account Manager

Date: 9/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

[Signature]
signature

Title: Supervisor of Purchasing

Date: 9/2/14



FACILITIES SOLUTIONS AGREEMENT

Location No. _____

Contract No. _____

Customer No. _____

Main Corporate Code → 50716
 Tile & Carpet Corporate Code → 50717

Date _____

Customer/Participating Agency _____

Phone _____

Address _____ City _____ State _____ Zip _____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

- This agreement is effective as of this date _____, for a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the master agreement. Any negotiations of price, terms or discounts must be approved by Harford County Public Schools, with any such changes taking effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U) US City Average, Baltimore Region (Washington-Baltimore).
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Customer Emblem \$ _____ ea • Embroidery \$ _____ ea
- COD Terms \$ _____ per week charge for prior service (if Amount Due is Carried to Following Week)
- Credit Terms – Charge Payments due 10 Days After End of Month
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ _____ per delivery.
- Make-Up charge \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ _____ per garment.
- Seasonal Sleeve Change \$ _____ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
 Shop towel container \$ _____ per week.
- Artwork Charge for Logo Mat \$ _____
- Uniform Storage Lockers: \$ _____ ea/week, Laundry Lock-up: \$ _____ ea/week Shipping: \$ _____
- Service Charge \$ _____ per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of installation.
- Other _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer
 Date _____

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
 Date customer: _____

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

US Communities Participating Public Agencies Terms

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

Supplier General Service Terms Section

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

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

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

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

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

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



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

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

The Parties hereby further agree to the following:

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

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

Cintas Corporation

By: Craig Jackson
print name

[Signature]
signature

Title: Global Account Manager

Date: 5/2/14

Harford County Public Schools

By: Jeffrey LaPorta
print name

[Signature]
signature

Title: Supervisor of Purchasing

Date: 5/2/14



Robert M. Tomback, Ph.D., Superintendent of Schools
102 S. Hickory Avenue, Bel Air, Maryland 21014
Office: 410-838-7300 • www.hcps.org • fax: 410-893-2478

Purchasing Office

Jeffrey LaPorta, Supervisor of Purchasing
P:410.638.4083

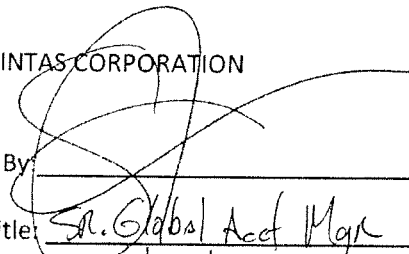
HARFORD COUNTY PUBLIC SCHOOLS CONTRACT AMENDMENT #1 RFP# 12-JLH-011 FACILITIES SOLUTIONS

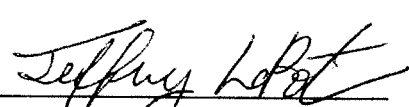
This amendment dated November 12, 2012 (hereinafter "Execution Date") is entered into between CINTAS CORP, a corporation organized and existing under the laws of the State of Nevada with its principal office located at 6800 Cintas Boulevard, Cincinnati, Ohio 45262-5737, or any of its subsidiaries, successors and assigns, and Harford County Public Schools, Maryland with its principal office located at 102 South Hickory Avenue, Bel Air, MD 21014 or any of its subsidiaries, successors and assigns. This document amends the Master Agreement #12-JLH-011C signed by the parties April 1, 2012.

The Parties hereby further agree as follows:

CINTAS may provide to Harford County Public Schools and other participating public agencies who have registered with U.S. Communities any product or service in its enterprise not specifically referenced in the RFP # 12-JLH-011. Pricing for such products or services shall be maintained at a discount of no less than 10% on national voluntary book pricing. Where no national voluntary book pricing exists, local book pricing with a discount of no less than 10% shall prevail.

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

CINTAS CORPORATION
By: 
Title: Sr. Global Acct Mgr
Date: 11/12/12

HARFORD COUNTY PUBLIC SCHOOLS
By: 
Title: Supervisor of Purchasing
Date: 11/15/12