

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B1600281

PRINT DATE: 02/06/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS	
VENDOR ID: CINTAS CORPORATION NO 2 P O BOX 631025 CINCINNATI, OH (800)864-3676	REFER QUESTIONS TO: MIKE MYERS (410)767-4281 MIKE.MYERS@MARYLAND.GOV
ITB:	EXPR DATE: 10/31/27 POST DATE: 12/15/20
	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

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*-----*
|                                     |
|             ICPA CONTRACT FOR      |
|-----|
| FACILITIES MANAGEMENT PRODUCTS AND SOLUTIONS |
|                                     |
| OMNIA CONTRACT NO. R-BB-19002    |
|             (ICPA) (IDIQ)         |
|                                     |
*-----*
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CONTRACT START DATE: DECEMBER 14, 2020

CONTRACT EXPIRATION DATE: OCTOBER 31, 2027

CONTRACT RENEWAL OPTIONS: FINAL RENEWAL

THIS CONTRACT IS BASED ON AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT(IPCA), THE RENEWAL OPTION(S) WILL BE BASED ON THE TERMS OF THE MASTER AGREEMENT AND THE PERFORMANCE OF THE VENDOR AND USAGE OF THE CONTRACT. THIS IS AN IDIQ CONTRACT.

THIS IS AN IDIQ INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN ACCORDANCE WITH OMNIA CONTRACT NUMBER R-BB-19002. BASED ON THIS CONTRACT, THE VENDOR WILL SUPPLY FACILITIES MANAGEMENT PRODUCTS

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TERMS (cont'd):

AND SOLUTIONS FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

VENDOR: CINTAS CORPORATION
PRIMARY CONTACT: MIKE RUPPRECHT
PRIMARY NUMBER: 410-218-3454
PRIMARY EMAIL: RUPPRECHTM@CINTAS.COM
WEBSITE: WWW.CINTAS.COM

ADDITIONAL VENDOR REP:

AMANDA WETTERER
PHONE: 513-476-6762
EMAIL: WETTERERA@CINTAS.COM

ANY AGENCY ENTERING INTO A UNIFORM RENTAL OR LEASING PROGRAM MUST ISSUE A PURCHASE ORDER AGAINST THE BPO REFERENCING TERMS AND CONDITIONS OR ENTER INTO THE CINTAS ACCEPTANCE AGREEMENT.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE

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TERMS (cont'd):

HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO STATE FINANCE AND PROCUREMENT ARTICLE SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES HAVE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR

- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.

- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE

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TERMS (cont'd):

POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.
- B. THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.
- C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.
- D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING

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THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%)
ELECTRONIC TRANSACTION FEE.

EMMA CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE
EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING
ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND
SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH
THE SYSTEM.

REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMMA ECATALOG.
YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE
MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

PAYMENTS TO THE CONTRACTOR PURSUANT TO THIS CONTRACT SHALL BE MADE NO
LATER THAN 30 DAYS AFTER THE STATE'S RECEIPT OF A PROPER INVOICE FROM
THE CONTRACTOR. CHARGES FOR LATE PAYMENT OF INVOICES, OTHER THAN
AS PRESCRIBED BY TITLE 15, SUBTITLE 1, OF THE STATE FINANCE AND
PROCUREMENT ARTICLE, ANNOTATED CODE OF MARYLAND, OR BY THE PUBLIC
SERVICE COMMISSION OF MARYLAND WITH RESPECT TO REGULATED PUBLIC
UTILITIES, AS APPLICABLE, ARE PROHIBITED.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS
TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE
MADE THROUGH THE STATE COMPTROLLER.

ELECTRONIC FUNDS TRANSFER WILL BE USED BY THE STATE TO PAY CONTRACTOR
FOR THIS CONTRACT AND ANY OTHER STATE PAYMENTS DUE CONTRACTOR UNLESS
THE STATE COMPTROLLER'S OFFICE GRANTS CONTRACTOR AN EXEMPTION.

INVOICES:

FOLLOWING DELIVERY AND ACCEPTANCE OF ANY MATERIALS,
EQUIPMENT, SUPPLIES OR SERVICES (COMPANY NAME) SHALL SUBMIT AN
ORIGINAL INVOICE TO THE AGENCY FOR PAYMENT.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL
INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

BENEFITS INCLUDE:

- 1) A FIXED PRICE MARKET BASKET OF 254 ITEMS, UPDATED SEMI-ANNUALLY
(JANUARY AND JULY), AND CAN BE TAILORED TO EACH PARTICIPATING
AGENCY. CONTACT THE VENDOR REPRESENTATIVE FOR ADDITIONAL INFO.
- 2) INTEGRATION WITH MOST COMMONLY USED EPROCUREMENT PLATFORMS.
- 3) EXTENSIVE SELECTIONS OF PRODUCTS, FACILITY SOLUTIONS,
INCLUDING SHOES, RENTAL AND LEASING OF UNIFORMS, INCLUDING CUSTOM
UNIFORMS, AND RENTAL/LEASING OF MOPS/MATS, ETC.

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4) REFER TO THE FOLLOWING INFORMATION FOR DISCOUNT INFORMATION:

UNIFORM RENTAL -10%-32%
UNIFORM LEASING - 10%
UNIFORM PURCHASE (INCLUDES CUSTOMIZED UNIFORMS) - 10%-50%
SHOE PURCHASE - 10%
MAT/MOP RENTAL - 10%-56%
MAT/MOP LEASING - 10%
MAT/MOP PURCHASE - 10%
PROMOTIONAL PRODUCTS - 10%
MISCELLANEOUS - 10%
OTHER - 10%

** THE FIXED PRICE MARKET BASKET IS AVAILABLE ON THE OFFICE OF STATE
PROCUREMENT (OSP) WEBSITE:
[HTTPS://DGS.MARYLAND.GOV/PAGES/PROCUREMENT/BIDSAWARDS](https://dgs.maryland.gov/pages/procurement/bidsawards)
(MARKET BASKETS CAN BE TAILORED TO EACH AGENCY)

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0004	20075-UNIFOR	EA		
UNIFORM				
0005	48576-000000	CS		
JANITORIAL SUPPLIES - MISCELLANEOUS				
0006	47509-111111	BX		
FIRST AID SUPPLIES, ASST.				
ALL FIRST AID PRODUCTS				
0007	96820-001498	EA		
BUILDING CONSTRUCTION - STATEWIDE CRITICAL MAINTENANCE				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	_____	_____
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ALL FIRE PROTECTION PRODUCTS AND SERVICES
ALL AED PRODUCTS AND SERVICES
ALL TRAINING SERVICES

_____ END OF ITEM LIST _____

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE